

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** (Public Hearing 02-06-07)  
January 25, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 5(L)

**From:** George M. Burgess  
County Manager

**Subject:** Ordinance Creating the Majorca Isles Community Development District  
(Commission District No. 1)

## RECOMMENDATION

It is recommended that the Board adopt the attached Ordinance creating the Majorca Isles Community Development District (CDD) in the City of Miami Gardens, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD. The City of Miami Gardens approved the creation of the Majorca Isles CDD by Resolution No. 2005-111-288.

## BACKGROUND

D.R. Horton, Inc., on its behalf as landowner, and joined by owners of individual dwelling units, (see executed joinder forms attached), collectively owners of the Majorca Isles Development (Majorca Isles), have filed an application to create the Majorca Isles CDD in connection with said development. Majorca Isles is a proposed 54 acre residential development lying wholly within the City of Miami Gardens, in an area bounded by theoretical NW 9 Place on the east, theoretical NW 207 Terrace on the south, Florida's Turnpike on the west and NW 215 Street on the north. The CDD is designed to provide a financing mechanism for community infrastructure, facilities and services, along with certain ongoing operations and maintenance for the Majorca Isles Development. The development plan for the lands within the proposed CDD include construction of 50 single family homes and 544 condominium units, with associated roadway, earthwork, storm drainage and water and sewer facilities estimated to cost approximately \$5.419 million. A detailed summary of CDD elements, as well as their cost and anticipated lack of fiscal impacts to government agencies, is presented in the attached application submitted by D.R. Horton, Inc. In accordance with Florida Statute 190, D.R. Horton, Inc., has paid a filing fee of \$15,000 to the County.

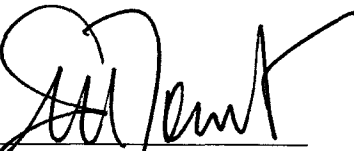
A declaration of restrictive covenants has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at time of closing. The restrictive covenant provides for notice in the public records of the projected taxes and assessments to be levied by the CDD, individual prior notice to the initial purchaser of a residential lot or unit within the development and provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

This Board is authorized by the Florida Constitution and the Miami-Dade County Home Rule Charter to establish governmental units such as the CDD within Miami-Dade County and to prescribe such government's jurisdiction and powers.

The roads within this development are private and are to be maintained by Homeowner Associations or the CDD. With the City's approval, a special taxing district will be created to maintain this development's infrastructure and common areas such as private roadways should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as the City of Miami Gardens requests Miami-Dade County to activate it.

#### **FISCAL IMPACT**

The creation of the Majorca Isles Community Development District will have no fiscal impact to Miami-Dade County.

  
Assistant County Manager

12/28/06.  
Date



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** February 6, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 5(L)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☒ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 5(L)

Veto \_\_\_\_\_

02-06-07

Override \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE GRANTING PETITION OF D.R. HORTON, ("D.R. HORTON" OR "PETITIONER") FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"); PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY; EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

**WHEREAS**, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

**WHEREAS**, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Miami-Dade County Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

**WHEREAS**, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

**WHEREAS**, D.R. Horton, Inc., ("D.R. Horton" or "Petitioner") has petitioned for the establishment of the Majorca Isles Community Development District (the "District"); and



**WHEREAS**, a public hearing has been conducted by the Miami-Dade County Board of County Commissioners in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

**WHEREAS**, the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

**WHEREAS**, the Board of County Commissioners finds that the statements contained in the Petition are true and correct; and

**WHEREAS**, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

**WHEREAS**, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

**WHEREAS**, the creation of the District is the best alternative available for delivering community development facilities and services to the area that will be served by the District; and

**WHEREAS**, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

**WHEREAS**, the area that will be served by the District is amenable to separate special-district government; and

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**WHEREAS**, the owner of the property that is to be developed and served by the community development services and facilities to be provided by the District has submitted an executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential units with notice of liens and assessments applicable to such units, with certain remedial rights vesting in the purchasers of such unit if such notice is not provided in a timely and accurate manner; and

**WHEREAS**, having made the foregoing findings, after a public hearing, the Miami-Dade County Board of County Commissioners wishes to exercise the powers bestowed upon it by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes; and

**WHEREAS**, because the proposed District is located wholly within the municipal boundaries of the City of Miami Gardens, the City is in a position to be well informed regarding the merits of this District; and

**WHEREAS**, The City of Miami Gardens has consented to the creation of the District within the municipal boundaries, and the Board of County Commissioners desires to establish the District; and

**WHEREAS**, based on the written consent of the City of Miami Gardens, the Miami-Dade County Board of County Commissioners finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of Miami-Dade County that the District have such powers ,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

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Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to establish the Majorca Isles Community Development District over the real property described in Exhibit A attached hereto, which was filed by D.R. Horton, Inc., a Florida corporation, on April 25, 2005, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein (Exhibit B).

Section 3. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C.

Section 4. The initial members of the Board of Supervisors shall be as follows:

K. Karl Albertson, Jr.

Rafael Roca

Renee C. Farmer

Anthony Palumbo

Vernita Nelson

Section 5. The name of the District shall be the "Majorca Isles Community Development District."

Section 6. The Majorca Isles Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 7. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the Majorca Isles Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

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Section 8. The Miami-Dade County Board of County Commissioners hereby grants to the Majorca Isles Community Development District all general powers authorized pursuant to Section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such general powers.

Section 9. The Miami-Dade County Board of County Commissioners hereby grants to the Majorca Isles Community Development District the special powers authorized pursuant to Section 190.012 (1), Florida Statutes and Sections 190.012 (2) (a) (d) and (f), (except for powers regarding waste disposal), Florida Statutes and Section 190.012 (3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under Section 190.012(1)(b), Florida Statutes, pertaining to water, waste water and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the petition.

Section 10. All bonds issued by the Majorca Isles Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the Majorca Isles Community Development District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Miami-Dade Board of County Commissioners.

Section 12. Notwithstanding any power granted to the Majorca Isles Community Development District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the district shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting

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fees, impact fees, connection fees, or similar County rates, fees or charges, or special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 13. Notwithstanding any power granted to the Majorca Isles Community Development District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

Section 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the Majorca Isles Community Development District, in connection with the petition submitted by D.R. Horton, Inc., and approved herein.

Section 15. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 16. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Code of Miami-Dade County.

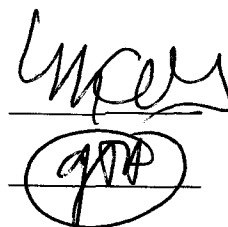
Section 17. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

The block contains two handwritten signatures. The top signature is in cursive and appears to read 'L. Myers'. Below it is a circular stamp containing the letters 'JTH' in a stylized font.

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**RESOLUTION No. 2005-111-288**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXPRESSING SUPPORT FOR THE CREATION OF THE MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT BY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, IN ACCORDANCE WITH THE PETITION ATTACHED HERETO AS EXHIBIT "A", SUBJECT TO CERTAIN CONDITIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County plans to hold public hearings to consider the adoption of an ordinance granting the petition of D.R. Horton, Inc., to establish the Majorca Isles Community Development District in accordance with Chapter 190, Florida Statutes, and the Dade County Home Rule Charter in accordance with the Petition attached here to as Exhibit "A," and

WHEREAS, the City's approval of the Petition is required, and

WHEREAS, City staff has determined that the proposed Petition is in compliance with the Comprehensive Plan,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. EXPRESSION OF SUPPORT: The City Council of the City of Miami Gardens, hereby expresses its support for the creation of the Majorca Isles Community Development District, contingent upon Miami-Dade County complying with all

## Resolution No. 2005-111-288

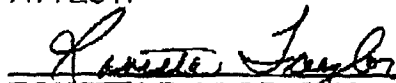
of the prerequisites of Florida Statute Chapter 190 *et seq.*, and the Miami-Dade Water and Sewer Department providing the water and waste water services for the District and all lands within its boundaries.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JULY 27, 2005.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA K. DICKENS, ESQ.  
City Attorney

SPONSORED BY: Danny O. Crew, City Manager

MOVED BY: Councilman Campbell  
SECONDED BY: Vice Mayor Braynon

VOTE: 5-1

Mayor Shirley Gibson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Oscar Braynon, II	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Melvin L. Bratton	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Aaron Campbell, Jr.	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Audrey J. King	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No) Not present
Councilwoman Sharon Pritchett	<input type="checkbox"/> (Yes)	<input checked="" type="checkbox"/> (No)
Councilwoman Barbara Watson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

S:\MIAMI\RESOS\majorca.DOC

EXHIBIT "A"  
DATE: DEC. 2004

# MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT

## TRACT "B" LEGAL DESCRIPTION

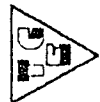
### DESCRIPTION: (TRACT "B")

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N53°17'59"E ALONG THE SOUTHEASTERLY LINE OF TRACTS "C" & "D" OF SAID LAKES OF TUSCANY PHASE ONE FOR 721.84 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT "D" ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N53°17'59"E, THE FOLLOWING (8) EIGHT COURSES BEING ALONG THE RIGHT OF WAY LINE OF N.W. 14TH PLACE AS SHOWN ON SAID LAKES OF TUSCANY PHASE ONE; (1) THENCE SOUTHEASTERLY ALONG A 440.00 FOOT RADIUS CURVE LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°45'03" FOR AN ARC DISTANCE OF 51.84 FEET TO A POINT OF REVERSE CURVATURE; (2) THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°36'27" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE SOUTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 246°36'36" FOR AN ARC DISTANCE OF 271.16 FEET TO THE POINT OF BEGINNING; (4) THENCE CONTINUE NORTHERLY AND NORTHWESTERLY ALONG SAID 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°27'06" FOR AN ARC DISTANCE OF 38.98 FEET TO A POINT OF REVERSE CURVATURE; (5) THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 43°43'04" FOR AN ARC DISTANCE OF 19.08 FEET TO A POINT OF COMPOUND CURVATURE; (6) THENCE NORTHWESTERLY ALONG A 380.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°47'13" FOR AN ARC DISTANCE OF 204.19 FEET TO A POINT OF COMPOUND CURVATURE; (7) THENCE NORTHEASTERLY ALONG A 2844.79 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°02'41" FOR AN ARC DISTANCE OF 1044.89 FEET TO A POINT OF COMPOUND CURVATURE; (8) THENCE NORTHEASTERLY ALONG A 460.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 81°10'31" FOR AN ARC DISTANCE OF 651.72 FEET TO A POINT OF TANGENCY; (9) THENCE N87°49'10"E FOR 20.24 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST AND WHOSE RADIUS POINT BEARS S00°20'21"E; THE FOLLOWING (5) FIVE COURSES BEING ALONG THE EXTERIOR BOUNDARY OF TRACT "B", COUNTY LINE TOWER PLAT, AS RECORDED IN PLAT BOOK 142, PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, (1) THENCE SOUTHWESTERLY ALONG A 460.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°25'06" FOR AN ARC DISTANCE OF 452.96 FEET; (2) THENCE S77°53'40"E NON-TANGENT TO THE PREVIOUSLY DESCRIBED CURVE FOR 841.13 FEET; (3) THENCE S20°16'57"E FOR 245.00 FEET; (4) THENCE S45°29'23"W FOR 1238.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS N66°15'32"E FROM SAID POINT ON CURVE; (5) THENCE SOUTHEASTERLY ALONG A 360.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°42'45" FOR AN ARC DISTANCE OF 186.69 FEET TO THE POINT OF BEGINNING

TRI-COUNTY ENGINEERING, INC.

ENGINEERS, ARCHITECTS, SURVEYORS & MAPPERS  
601 Galt St., Suite 200, Ft. Lauderdale, FL 33304  
Tel: (954) 533-3333 Fax: (954) 533-3333  
www.tri-county.com



I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN IN THE FOREGOING CAPTION HAS BEEN MADE UNDER NO DECEPTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT.

For the firm

THIS IS SHEET 5 OF 23 SHEETS  
AND IS NOT VALID UNLESS  
ACCOMPANIED BY THE REMAINING  
SHEETS



# MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT

## TRACT "F" LEGAL DESCRIPTION

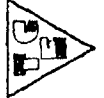
EXHIBIT "A"  
DATE: DEC. 2004

### DESCRIPTION: (TRACT "F")

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N53°17'59"E ALONG THE SOUTHEASTERLY LINE OF TRACTS "C" & "D" OF SAID LAKES OF TUSCANY PHASE ONE FOR 721.84 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT "D" ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N53°17'59"E, THENCE SOUTHEASTERLY ALONG A 440.00 FOOT RADIUS CURVE LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°45'03" FOR AN ARC DISTANCE OF 51.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°36'27" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 123.89 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID CURVE NORTHERLY AND NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 133°56'28" FOR AN ARC DISTANCE OF 147.28 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N36°32'47"E; THE FOLLOWING (6) SIX COURSES BEING ALONG THE EXTERIOR BOUNDARY OF TRACT "B"; COUNTY LINE TOWER PLAT, AS RECORDED IN PLAT BOOK 142, PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THENCE SOUTHEASTERLY ALONG A 360.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°20'49" FOR AN ARC DISTANCE OF 278.64 FEET TO A POINT OF TANGENCY; (2) THENCE N82°11'58"E FOR 339.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET THROUGH A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 413.64 FEET TO A POINT OF TANGENCY (4) THENCE S67°48'02"E FOR 90.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHEASTERLY; (5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE LEFT, HAVING A RADIUS OF 1233.24 FEET THROUGH A CENTRAL ANGLE OF 20°30'00" FOR AN ARC DISTANCE OF 41.24 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHERLY; (6) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE LEFT, HAVING A RADIUS OF 2824.79 FEET THROUGH A CENTRAL ANGLE OF 03°22'38" FOR AN ARC DISTANCE OF 166.50 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 FOR 38.80 FEET; THENCE S86°57'25"W FOR 1734.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE 90°00'00" FOR AN ARC DISTANCE OF 48.69 FEET; THENCE N03°02'35"W for 95.52 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°35'20" FOR AN ARC DISTANCE OF 46.29 FEET; THENCE N36°32'45"E FOR 47.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 43°56'30" FOR AN ARC DISTANCE OF 19.17 FEET TO THE POINT OF BEGINNING.

TRI-COUNTY ENGINEERING, INC.  
ENGINEERS, ARCHITECTS, SURVEYORS & MAPPERS  
Certification: EE-6726 AA 2/17 LR 5507 State of Florida  
7727 NW 14th St.  
Miami Lakes, FL 33016  
Ph: (305) 823-3737  
Fax: (305) 823-3172



I HEREBY CERTIFY THAT THE SURVEY AND DESCRIPTION AS SHOWN ON THE FOREGOING CAPTION HAS BEEN MADE UNDER MY DIRECTION AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT.

DATE: 12/15/04  
FILED: 12/15/04  
FOR THE FIRM

THIS IS SHEET 7 OF 22 SHEETS  
AND IS NOT VALID UNLESS  
ACCOMPANIED BY THE REMAINING  
SHEETS.

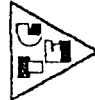
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**TRACT "G" LEGAL DESCRIPTION**

EXHIBIT "A"  
DATE: DEC. 2001

**DESCRIPTION: (TRACT "G")**

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 9TH COURT PER SAID PLAT OF WALDEN POND AND BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S77°25'27"E FROM SAID POINT OF COMMENCEMENT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT AND THE FOLLOWING SIX (6) COURSES ARE ALONG THE WESTERLY LINE OF SAID TRACT "A", WALDEN POND; (1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 509.00 FEET THROUGH A CENTRAL ANGLE OF 10°15'14" FOR AN ARC DISTANCE OF 91.09 FEET TO A POINT OF TANGENCY; (2) THENCE S02°19'19"W FOR 136.07 FEET; (3) THENCE N87°40'41"W FOR 1.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; (4) THENCE S02°19'19"W ALONG THE WESTERLY LINE OF SAID TRACT "A", WALDEN POND, FOR 137.93 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHWESTERLY; (5) THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF SAID TRACT "A", WALDEN POND, AND BEING ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 74°25'20" FOR AN ARC DISTANCE OF 597.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE ALSO CONCAVE NORTHWESTERLY; (6) THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 2904.79 FEET THROUGH A CENTRAL ANGLE OF 03°35'34" FOR AN ARC DISTANCE OF 182.15 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT "A", WALDEN POND; THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 2904.79 FEET THROUGH A CENTRAL ANGLE OF 6°32'28" FOR AN ARC DISTANCE OF 331.62 FEET TO A NON-TANGENT LINE; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 42.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTH AND WHOSE RADIUS POINT BEARS N03°07'49"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 2862.79 FEET THROUGH A CENTRAL ANGLE OF 10°07'32" FOR AN ARC DISTANCE OF 505.92 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 418.00 FEET THROUGH A CENTRAL ANGLE OF 74°25'20" FOR AN ARC DISTANCE OF 542.95 FEET TO A POINT OF TANGENCY; THENCE N02°19'19"E FOR 137.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID N.W. 9TH COURT, WALDEN POND; THENCE S87°40'41"E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 42.00 FEET TO THE POINT OF BEGINNING.



**TRI-COUNTY ENGINEERING, INC.**  
ENGINEERS, ARCHITECTS, SURVEYORS & MAPPERS  
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1722 NW 45 St.  
Aurora, Colorado 80015  
Ph: (303) 822-3737  
Fax: (303) 823-3172

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN IN THE FOREGOING CAPTION HAS BEEN MADE UNDER MY DIRECTION AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT.

*[Signature]*  
JOHN W. NEWMAN, P.L.S.  
(State of Florida)  
For the firm

# MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT

## TRACT "H" LEGAL DESCRIPTION

EXHIBIT "A"  
DATE: DEC. 2004

### DESCRIPTION: (TRACT "H")

A PORTION OF THE EAST 1/2 OF T 51S, R 41E, FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S02°31'06"E ALONG THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, STATE ROAD NO. 91, ALSO KNOWN AS THE SUNSHINE STATE PARKWAY FOR 100.05 FEET; THENCE N87°26'51"E ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 127.27 FEET; THENCE N02°33'03"W FOR 100.11 FEET; THENCE N86°57'25"E FOR 2280.88 FEET; THENCE N02°33'03"W ALONG THE WESTERLY CANAL RIGHT OF WAY LINE PER OFFICIAL RECORDS BOOK 8648 AT PAGE 1247 FOR 42.00 FEET; THENCE S86°57'25"W FOR 1734.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 48.69 TO A POINT OF TANGENCY; THENCE N03°02'35"W FOR 95.52 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39°35'20" FOR AN ARC DISTANCE OF 46.29 FEET TO A POINT OF TANGENCY; THENCE N36°32'45"E FOR 47.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, ALONG A CENTRAL ANGLE OF 43°56'30" FOR AN ARC DISTANCE 19.17 FEET TO A POINT OF CUSP; THE FOLLOWING THREE (3) COURSES BEING ALONG THE RIGHT OF WAY LINE OF NW 14 PLACE AS SHOWN ON SAID PLAT OF LAKES OF TUSCANY PHASE ONE, (1) THENCE NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE 112°40'08" FOR AN ARC DISTANCE OF 123.89 FEET TO A POINT OF REVERSE CURVATURE; (2) THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°36'28" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE NORTHWESTERLY ALONG A 440.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°47'11" FOR AN ARC DISTANCE OF 6.04 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS S47°20'06"W; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°09'37" FOR AN ARC DISTANCE OF 34.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 150.00 FOOT RADIUS CURVE, LEADING TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°01'44" FOR AN ARC DISTANCE OF 149.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°29'26" FOR AN ARC DISTANCE OF 19.28 FEET TO A POINT OF TANGENCY; THENCE S03°02'35"E FOR 100.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 48.69 FEET TO POINT OF TANGENCY; THENCE S86°57'25"W FOR 508.29 FEET; THENCE S53°17'59"W ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "C" OF LAKES OF TUSCANY PHASE ONE FOR 73.92 FEET TO THE POINT OF BEGINNING.

TRI-COUNTY ENGINEERING, INC.

ENGINEERS, ARCHITECTS, SURVEYORS & MAPPERS  
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7729 NW 144 St.  
Miami, FL 33167  
Ph: (305) 823-3727  
Fax: (305) 823-4172



I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN IN THE FOREGOING CAPTION HAS BEEN MADE UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT.

JOE W. NEWMAN  
Professional Engineer  
No. 12345  
State of Florida

THIS IS SHEET 12 OF 22 SHEETS  
AND IS NOT VALID UNLESS  
ACCOMPANIED BY THE REMAINING  
SHEETS.

MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT  
TRACT "I" LEGAL DESCRIPTION

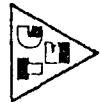
EXHIBIT "A"  
DATE: DEC. 2004

DESCRIPTION: (TRACT "I")

A PORTION OF SECTION 35 OF TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF NEWMAN'S SURVEY, RECORDED IN PLAT BOOK 1, AT PAGE 118 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 35; THENCE N87°26'57"E ALONG THE SOUTHERLY LINE OF SAID NORTHWEST ¼ FOR A DISTANCE OF 415.69 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF HOMESTEAD EXTENSION OF FLORIDA TURNPIKE; THENCE N02°31'06"W ALONG THE SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.00 FEET; THENCE N87°26'55"E ALONG A LINE 220.00 FEET NORTH WITH AND PARALLEL TO THE SOUTHERLY LINE OF THE N.W. ¼ OF SAID SECTION 35 FOR A DISTANCE OF 2480.09 FEET; THENCE N02°33'30"W FOR A DISTANCE OF 162.26 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N02°33'30"W FOR A DISTANCE OF 137.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 346.00 FEET AND A CENTRAL ANGLE OF 25°25'05", FOR AN ARC DISTANCE OF 153.30 FEET; THENCE N02°26'58"W FOR A DISTANCE OF 71.71 FEET; THENCE N56°13'50"E FOR A DISTANCE OF 599.00 FEET; THENCE N74°33'45"E FOR A DISTANCE OF 362.38 FEET TO A NON-TANGENT POINT OF A CIRCULAR CURVE, SAID POINT BEARS N83°00'11"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 591.00 FEET AND A CENTRAL ANGLE OF 04°19'46", FOR AN ARC DISTANCE OF 44.66 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 60°24'42", FOR AN ARC DISTANCE OF 26.36 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 150°45'26", FOR AN ARC DISTANCE OF 165.77 FEET TO A POINT OF TANGENCY; THENCE S87°40'41"E FOR A DISTANCE OF 21.00; THENCE S02°19'19"W FOR A DISTANCE OF 137.92 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 418.00 FEET AND A CENTRAL ANGLE OF 74°25'20, FOR AN ARC DISTANCE OF 542.95 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2862.79 FEET AND A CENTRAL ANGLE OF 10°07'31", FOR AN ARC DISTANCE OF 505.91 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINS 10.23 ACRES MORE OR LESS.

TRI-COUNTY ENGINEERING, INC.  
ENGINEERS, ARCHITECTS, SURVEYORS & MAPPERS  
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7729 NW 114th St.  
Miami, FL 33157  
Phone: (305) 653-3172  
Fax: (305) 653-3172



IN WITNESS WHEREOF, I, THE SURVEYOR, HAVE SET MY HAND AND SEAL OF OFFICE AT MIAMI, FLORIDA, THIS 15th DAY OF DECEMBER, 2004.  
JOSE A. POPEL, P.L.S., S.D.  
State of Florida  
For This Firm

# MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT

## TRACT "J" LEGAL DESCRIPTION

EXHIBIT "A"  
DATE: DEC. 2001

### DESCRIPTION: (TRACT "J")

A PORTION OF THE EAST 1/2 OF T. 51S. R. 41E. FLA., SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE S88°45'47"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35 FOR 1868.82 FEET; THENCE S01°31'40"E FOR 99.69 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF N.W. 215TH STREET (COUNTY LINE ROAD ALSO KNOWN AS STATE ROAD NO. 852 PER STATE OF FLORIDA RIGHT OF WAY MAP SECTION NO. 87018-2501) BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED LANDS; THENCE CONTINUE S01°31'40"E ALONG THE WESTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 FOR 112.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY TO THE RIGHT ALONG SAID WESTERLY LINE OF THE CANAL RIGHT OF WAY BEING ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.14 FEET THROUGH A CENTRAL ANGLE OF 44°45'30" FOR AN ARC DISTANCE OF 37.61 FEET TO A POINT OF TANGENCY; THENCE S43°13'50"W ALONG SAID WESTERLY LINE OF THE CANAL RIGHT OF WAY FOR 13.85 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF N.W. 214TH STREET BEING A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY WHOSE RADIUS POINT BEARS N06°48'44"E FROM SAID POINT ON CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT ALSO BEING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF N.W. 214TH STREET, HAVING A RADIUS OF 1001.74 FEET THROUGH A CENTRAL ANGLE OF 03°03'38" FOR AN ARC DISTANCE OF 53.51 FEET TO A POINT ON THE TERMINUS OF SAID STREET; THENCE S09°52'22"W RADIAL TO THE PREVIOUS AND NEXT DESCRIBED CURVES AND BEING ALONG SAID TERMINUS OF SAID STREET FOR 80.00 FEET TO A POINT ON A CIRCULAR CURVE CONCENTRIC WITH THE LAST DESCRIBED CURVE BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID N.W. 214TH STREET; THE FOLLOWING FIVE (5) COURSES ARE ALONG THE NORTHERLY LINE OF TRACT "B", COUNTY LINE TOWER PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142 AT PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; (1) THENCE NORTHWESTERLY TO THE RIGHT ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1081.74 FEET THROUGH A CENTRAL ANGLE OF 03°01'41" FOR 57.17 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; (2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1869.86 FEET THROUGH A CENTRAL ANGLE OF 10°26'22" FOR AN ARC DISTANCE OF 340.69 FEET TO A POINT OF TANGENCY; (3) THENCE S87°32'19"W FOR 461.92 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHEASTERLY; (4) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1105.92 FEET THROUGH A CENTRAL ANGLE OF 26°56'40" FOR AN ARC DISTANCE OF 520.08 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHWESTERLY; (5) THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1185.92 FEET THROUGH A CENTRAL ANGLE OF 05°45'31" FOR AN ARC DISTANCE OF 119.19 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE EASTERLY WHOSE RADIUS POINT BEARS N70°33'32"E FROM SAID POINT, SAID POINT BEING ON THE PROPOSED EASTERLY RIGHT OF WAY LINE OF N.W. 13TH COURT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE; (1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET THROUGH A CENTRAL ANGLE OF 18°12'15" FOR AN ARC DISTANCE OF 222.41 FEET TO A POINT OF TANGENCY; (2) THENCE N01°14'13"W FOR 56.21 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY WITH THE SOUTHERLY RIGHT OF WAY LINE OF N.W. 215TH STREET ALSO KNOWN AS COUNTY LINE ROAD, STATE ROAD NO. 852 AND S.W. 41 STREET IN BROWARD COUNTY, FLORIDA; THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID SOUTHERLY RIGHT OF WAY LINE; (1) THENCE N88°45'47"E FOR 365.68 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHERLY; (2) THENCE EASTERLY TO THE RIGHT ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7589.44 FEET THROUGH A CENTRAL ANGLE OF 03°41'54" FOR AN ARC DISTANCE OF 489.88 FEET TO A POINT OF TANGENCY; (3) THENCE S87°32'19"E FOR 281.87 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHERLY; (4) THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 7689.44 FEET THROUGH A CENTRAL ANGLE OF 03°11'03" FOR AN ARC DISTANCE OF 427.32 FEET TO THE POINT OF BEGINNING.

TRI-COUNTY ENGINEERING, INC.

ENGINEERS, ARCHITECTS, SURVEYORS & MAPPERS

Certificate: EB-4706, AA-2777, LA-6307, State of Florida

7728 NW 146 St. Ft. Lauderdale, FL 33314

Phone: (305) 823-3737 Fax: (305) 823-3172



I HEREBY CERTIFY THAT THE PRECEDING DESCRIPTION WAS SHOWN IN THE FOREGOING CAPTION HAS BEEN MADE UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT.

John W. Newman  
Surveyor  
For the Plat

THIS IS SHEET 17 OF 22 SHEETS  
AND IS NOT VALID UNLESS  
ACCOMPANIED BY THE REMAINING  
SHEETS.

**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**BLOCK 1, LEGAL DESCRIPTION**

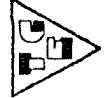
EXHIBIT "A"  
DATE: DEC. 2004

**DESCRIPTION: (BLOCK 1)**

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S02°31'06"E ALONG THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, STATE ROAD NO. 91, ALSO KNOWN AS THE SUNSHINE STATE PARKWAY FOR 100.05 FEET; THENCE N87°26'51"E ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 127.27 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PORTION OF LAND; THENCE N02°33'03"W FOR 100.11 FEET; THENCE N86°57'25"E FOR 2280.88 FEET; THENCE S02°33'03"E ALONG THE WESTERLY CANAL RIGHT OF WAY LINE PER OFFICIAL RECORDS BOOK 8648, PAGE 1247 FOR 119.64 FEET; THENCE S87°26'51"W ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 35 AND SAID NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 2280.80 FEET TO THE POINT OF BEGINNING.

**TRI-COUNTY ENGINEERING, INC.**  
ENGINEERS, ARCHITECTS, SURVEYORS & MAPPERS  
CERTIFICATE: ES 6706, AA-2777, 13-6507 State of Florida  
7779 NW 14th St. Ft. Lauderdale, FL 33311  
Phone: (305) 823-3171 Fax: (305) 823-3172



I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN IN THE FOREGOING CERTIFICATE HAS BEEN MADE UNDER MY DIRECTORSHIP AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT.

2004/12/15  
John W. Newman  
Surveyor  
For the firm

**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**BLOCK "2" LEGAL DESCRIPTION**

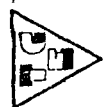
EXHIBIT "A"  
DATE: DEC. 2003

**DESCRIPTION: (BLOCK 2)**

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S87°26'51"W ALONG THE NORTHERLY LINE OF THE CANAL RIGHT OF WAY FOR 330.69 FEET; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 120.25 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST AND WHOSE RADIUS POINT BEARS N03°07'19"W; THENCE N04°32'28" FOR AN ARC DISTANCE OF 331.62 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF SAID TRACT "A" FOR 142.44 FEET TO THE POINT OF BEGINNING.

**TRI-COUNTY ENGINEERING, INC.**  
ENGINEERS, ARCHITECTS, SURVEYORS & MAPPERS  
CERTIFICATE: EB-4706, AA-2777, 10-6507, 3106 of Holders  
7728 NW 146 ST.  
MIAMI, LAKES, FL 33016  
PH: (305) 823-3737  
FAX: (305) 823-3172



I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN IN THE FOREGOING CAPTION HAS BEEN MADE UNDER MY DIRECTION AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT.

JOHN W. NEWMAN  
Professional Engineer  
for the firm

THIS IS SHEET 22 OF 22 SHEETS  
AND IS NOT VALID UNLESS  
ACCOMPANIED BY THE REMAINING  
SHEETS.

EXHIBIT B



PETITION BY

**D.R HORTON, INC.**

FOR THE PASSING OF

AN  
ORDINANCE

TO ESTABLISH THE

**MAJORCA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

IN  
THE CITY OF MIAMI-GARDENS,  
MIAMI-DADE COUNTY, FLORIDA

APRIL 25, 2005

REVISED MAY 23, 2006





# **MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

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IN RE: AN ORDINANCE TO ESTABLISH )  
THE MAJORCA ISLES )  
COMMUNITY DEVELOPMENT DISTRICT )

### PETITION

Petitioner, **D.R. HORTON, INC.**, ("Petitioner"), hereby petitions the City Commission of Miami-Gardens and the Miami-Dade County Commission to establish a Community Development District ("District") with respect to the land described herein and in support of the Petition, Petitioner states:

1. The proposed District is located within the incorporated area of the City of Miami-Gardens, Miami-Dade County, Florida. Exhibit 1 depicts the general location of the project. The proposed District covers approximately **53.95** acres of land. The metes and bounds description of the external boundaries of the District is set forth in Exhibit 2. There is no real property within the external boundaries of the proposed District, which is to be excluded from the District.

2. Attached to this Petition as Exhibit 3 & 3A and made a part hereof is the written consent to the establishment of the District by the owners of 100% of the real property to be included in the District.

3. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Karl Albertson	1360 NE 47 <sup>th</sup> Court	Oakland Park, FL 33334
Samuel Diaz	6910 NW 174 G-103 Terr.	Miami, FL 33015
Renee C. Farmer	9556 NW 8 <sup>th</sup> Circle	Plantation, FL 33324
Anthony Palumbo	3270 North 37 <sup>th</sup> Street	Hollywood, FL 33021
Vernita Nelson	303 NW 191 Street	Miami, FL 33169

4. The proposed name of the District to be established is Majorca Isles Community Development District ("MICDD").

5. There are no existing major trunk water mains, sewer interceptors or outfalls currently existing on the site.

6. The proposed timetable for the construction of District services is shown on Exhibit 4A and the estimated cost of constructing the services, based on available data, is shown on Exhibit 4B. These are good faith estimates but are not binding on the Petitioner or the District and are subject to change.

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7. Petitioner is in the process of developing the project as a residential community. The proposed uses for the land within the District are 50 single family dwellings and 544 condominiums for a total of an estimated 594 dwelling units. The proposed uses for the land included within the proposed District are in compliance with Miami-Dade County Future Land Use Element. The County Master Plan and Future Land Use Element designate the land contained within the proposed District for low density residential. The future general distribution, location and extent of public and private uses of land proposed for the area within the District are shown on Exhibit 5.

8. Exhibit 6 is a Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, Florida Statutes.

9. Exhibit 7 is the Sketch of the District Boundaries.

10. The Petitioner is D.R. Horton Inc., whose address is 1245 S. Military Trail, Suite 100, Deerfield Beach, Fl 33442.

11. The District is seeking and hereby requests the right to exercise all powers provided for in Section 190.06 through 190.041, Florida Statutes (except for powers regarding waste collection and disposal), Florida Statutes, including the special powers provided by Section 190.012, Florida Statutes.

12. The property within the proposed District is amenable to operating as an independent special district for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Development Master Plan, as amended.

b. The area of land within the proposed District is part of a unified plan of development for which a development plan has been or will be approved by Miami-Dade County. The land encompassing the proposed District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

c. The community development services of the District will be compatible with the capacity and use of existing local and regional community development services and facilities.

d. The proposed District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside the District and provides a responsible perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future.



WHEREFORE, Petitioner respectfully requests the Miami-Dade County Commission to:

1. Hold a public hearing as required by Section 190.005(2) (b), Florida Statutes to consider the establishment of the **Majorca Isles Community Development District** and;
2. Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the **Majorca Isles Community Development District**.

Respectfully submitted this 12 day of April, 2005.

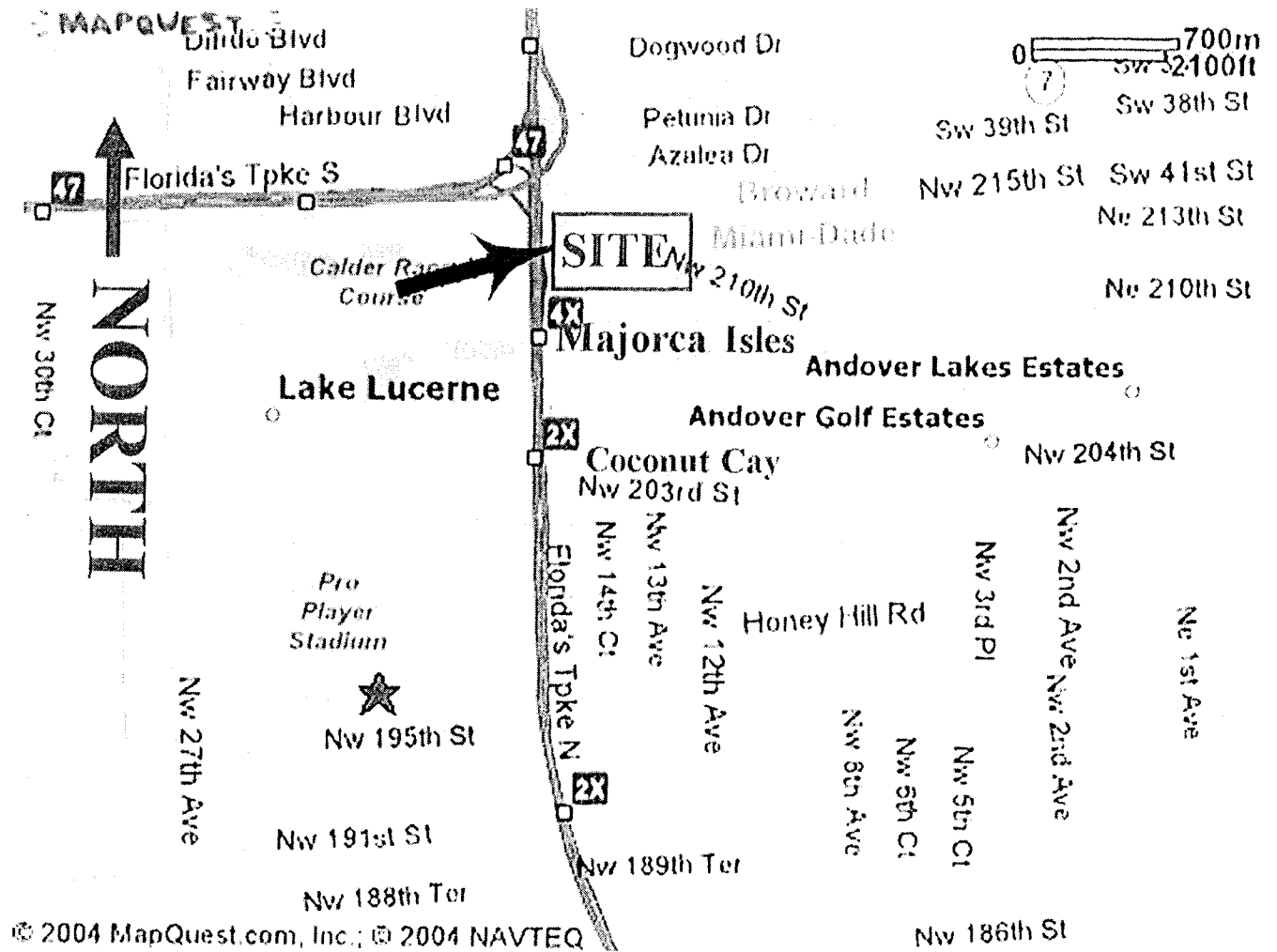
  
D. R. Horton, Inc.

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By: Paul Romanowski, Vice President  
1192 E. Newport Center Drive, Suite 150  
Deerfield Beach, FL 33442



**EXHIBIT 1**  
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL LOCATION OF THE PROJECT**





**EXHIBIT 2**  
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION – TRACT “B”**

A PORTION OF EAST ½ OF T.51S. R41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION – TRACT “F”**

A PORTION OF EAST ½ OF T.51S. R41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION – TRACT “G”**

A PORTION OF EAST ½ OF T.51S. R41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION – TRACT “H”**

A PORTION OF EAST ½ OF T.51S. R41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION – TRACT “I”**

A PORTION OF SECTION 35 OF TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF NEWMAN'S SURVEY, RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION – TRACT “J”**

A PORTION OF EAST ½ OF T.51S. R41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



### **LEGAL DESCRIPTION – BLOCK 1**

A PORTION OF EAST ½ OF T.51S. R41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### **LEGAL DESCRIPTION – BLOCK 2**

A PORTION OF EAST ½ OF T.51S. R41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



**EXHIBIT 4A**  
**ESTIMATED INFRASTRUCTURE CONSTRUCTION TIME TABLE**  
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

<b><u>IMPROVEMENT</u></b>	<b><u>START DATE</u></b>	<b><u>COMPLETE DATE</u></b>
WASTEWATER SYSTEM	April 1 2005	June 1, 2006
WATER SUPPLY SYSTEM	April 1, 2005	June 1, 2006
SURFACE WATER MGMT	April 1, 2005	June 1, 2006
ROADS AND PAVING	April 1, 2005	June 1, 2006
ENTANCE FEATURE	June 1, 2005	September 1, 2006





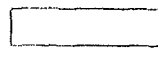
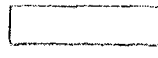




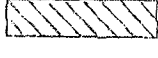

**EXHIBIT 4B**  
**CONSTRUCTION COSTS ESTIMATES**  
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

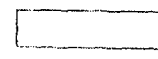
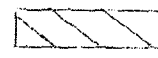





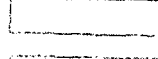
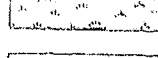

WASTEWATER SYSTEM	\$ 2,083,928
WATER SUPPLY SYSTEM	\$ 1,261,128
SURFACE WATER MANAGEMENT	\$ 1,743,368
ROADS & PAVING	\$ 55,000
ENTRANCE FEATURES	\$ 275,000
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$5,418,424</b>

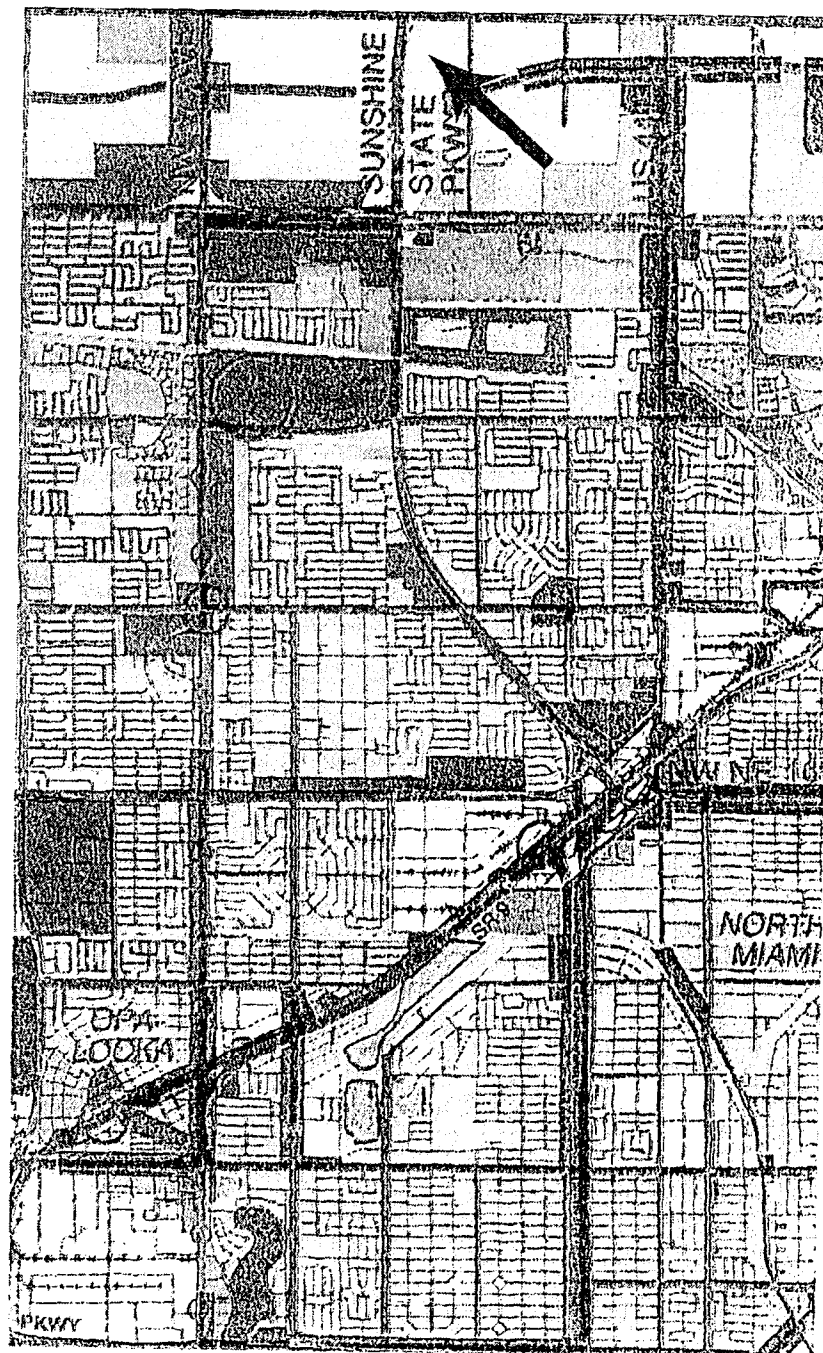


**EXHIBIT 5**  
**PUBLIC AND PRIVATE USE MAP**  
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

**RESIDENTIAL COMMUNITIES**

	ESTATE DENSITY
	LOW DENSITY
	LOW-MEDIUM DENSITY
	MEDIUM DENSITY
	MEDIUM-HIGH DENSITY
	HIGH DENSITY
	(D I-1) One Density Increase With Urban Design
	(D I-2) Two Density Increase With Urban Design

	INDUSTRIAL & OFFICE
	RESTRICTED INDUSTRIAL & OFFICE
	BUSINESS & OFFICE
	OFFICE / RESIDENTIAL
	INSTITUTIONAL & PUBLIC FACILITY
	PARKS & RECREATION
	AGRICULTURE
	OPEN LAND
	ENVIRONMENTAL PROTECTION
	ENVIRONMENTALLY PROTECTED PARKS





**EXHIBIT 3**  
**AFFIDAVIT OF OWNERSHIP AND CONSENT**  
**TO THE CREATION OF THE**  
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA                     )  
COUNTY OF MIAMI-DADE            )

On this 16 day of June 2006, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Paul Romanowski, who, after being duly sworn, deposes and says:

1. Affiant, Paul Romanowski, an individual, is a Vice President of D.R. Horton, Inc., a Delaware Corporation.
2. D.R. Horton, Inc. is the Owner of the following described property, to wit:

See Exhibit "A" attached hereto (the "Property").

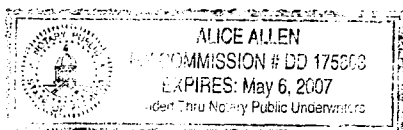
3. Affiant Paul Romanowski, hereby represents that he has full authority to execute all documents and instruments on behalf of the Corporation, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the Majorca Isles Community Development District (the "Proposed CDD").
4. The property described in Exhibit "A" attached hereto, together with the property described in Exhibit 3A herein represents all of the real property to be included in the Proposed CDD.
5. Affiant, Paul Romanowski on behalf of D.R. Horton, Inc., as the Owner of the property described in exhibit "A", hereby consents to the establishment of the proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
Paul Romanowski

Subscribed and sworn to before me this 16 day of \_\_\_\_\_, 2006  
by \_\_\_\_\_, who  
personally appeared before me, and is personally known.

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida



Prepared by:

Tri-County Engineering, Inc.

Engineers - Architects - Surveyors & Mappers  
EB-6706, AA-2777, LB-6507 State of Florida  
7729 N.W. 146th St. Miami Lakes, FL 33016  
Phone (305) 823-3737 Fax: (305) 823-3172

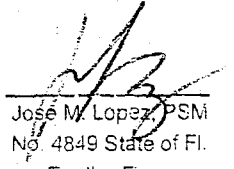
  
Jose M. Lopez, PSM  
No. 4849 State of Fl.  
For the Firm

EXHIBIT "A"

DATE: APRIL 2006

PG 1 OF 6

NOT VALID UNLESS  
ACCOMPANIED BY THE  
REMAINING SHEETS

## LEGAL DESCRIPTION:

### Tract B:

TRACT "A" OF "GROVE AT PORTOFINO GARDENS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 164 AT PAGE 86 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**And;**

### Tract F:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N53°17'59"E ALONG THE SOUTHEASTERLY LINE OF TRACTS "C" & "D" OF SAID LAKES OF TUSCANY PHASE ONE FOR 721.84 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT "D" ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N53°17'59"E, THENCE SOUTHEASTERLY ALONG A 440.00 FOOT RADIUS CURVE LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°45'03" FOR AN ARC DISTANCE OF 51.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°36'27" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 112°40'08" FOR AN ARC DISTANCE OF 123.89 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID CURVE NORTHERLY AND NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 133°56'28" FOR AN ARC DISTANCE OF 147.28 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N36°32'47"E; THE FOLLOWING (6) SIX COURSES BEING ALONG THE EXTERIOR BOUNDARY OF TRACT "B", COUNTY LINE TOWER PLAT, AS RECORDED IN PLAT BOOK 142, PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE SOUTHEASTERLY ALONG A 360.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°20'49" FOR AN ARC DISTANCE OF 278.64 FEET TO A POINT OF TANGENCY; (2) THENCE N82°11'58"E FOR 339.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET THROUGH A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 413.64 FEET TO A POINT OF TANGENCY (4) THENCE S67°48'02"E FOR 90.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHEASTERLY; (5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE LEFT, HAVING A RADIUS OF 1233.24 FEET THROUGH A CENTRAL ANGLE OF 20°30'00" FOR AN ARC DISTANCE OF 441.24 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHERLY; (6) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE LEFT, HAVING A RADIUS OF 2824.79 FEET THROUGH A CENTRAL ANGLE OF 03°22'38" FOR AN ARC DISTANCE OF 166.50 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 FOR 38.80 FEET; THENCE S86°57'25"W FOR 1734.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE 90°00'00" FOR AN ARC DISTANCE OF 48.69 FEET; THENCE N03°02'35"W for 95.52 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°35'20" FOR AN ARC DISTANCE OF 46.29 FEET; THENCE N36°32'45"E FOR 47.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 43°56'30" FOR AN ARC DISTANCE OF 19.17 FEET TO THE POINT OF BEGINNING.

**And;**

Prepared by:

Tri-County Engineering, Inc.

Engineers - Architects - Surveyors & Mappers

EB-6706, AA-2777, LB-6507 State of Florida

7729 N.W. 146th St. Miami Lakes, FL 33016

Phone (305) 823-3737 Fax: (305) 823-3172

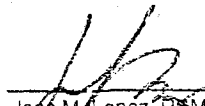
  
Jose M. Lopez, PSM  
No. 4849 State of Fl.  
For the Firm

EXHIBIT "A"

DATE: APRIL 2006

PG 2 OF 6

NOT VALID UNLESS  
ACCOMPANIED BY THE  
REMAINING SHEETS

Tract G:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 9TH COURT PER SAID PLAT OF WALDEN POND AND BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S77°25'27"E FROM SAID POINT OF COMMENCEMENT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT AND THE FOLLOWING SIX (6) COURSES ARE ALONG THE WESTERLY LINE OF SAID TRACT "A", WALDEN POND; (1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 509.00 FEET THROUGH A CENTRAL ANGLE OF 10°15'14" FOR AN ARC DISTANCE OF 91.09 FEET TO A POINT OF TANGENCY; (2) THENCE S02°19'19"W FOR 136.07 FEET; (3) THENCE N87°40'41"W FOR 1.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; (4) THENCE S02°19'19"W ALONG THE WESTERLY LINE OF SAID TRACT "A", WALDEN POND, FOR 137.93 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHWESTERLY; (5) THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF SAID TRACT "A", WALDEN POND, AND BEING ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 74°25'20" FOR AN ARC DISTANCE OF 597.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE ALSO CONCAVE NORTHWESTERLY; (6) THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 2904.79 FEET THROUGH A CENTRAL ANGLE OF 03°35'34" FOR AN ARC DISTANCE OF 182.15 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT "A" WALDEN POND; THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 2904.79 FEET THROUGH A CENTRAL ANGLE OF 6°32'28" FOR AN ARC DISTANCE OF 331.62 FEET TO A NON-TANGENT LINE; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 42.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTH AND WHOSE RADIUS POINT BEARS N03°07'49"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 2862.79 FEET THROUGH A CENTRAL ANGLE OF 10°07'32" FOR AN ARC DISTANCE OF 505.92 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 418.00 FEET THROUGH A CENTRAL ANGLE OF 74°25'20" FOR AN ARC DISTANCE OF 542.95 FEET TO A POINT OF TANGENCY; THENCE N02°19'19"E FOR 137.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID N.W. 9TH COURT, WALDEN POND; THENCE S87°40'41"E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 42.00 FEET TO THE POINT OF BEGINNING.

**And;**

Tract H:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S02°31'06"E ALONG THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, STATE ROAD NO. 91, ALSO KNOWN AS THE SUNSHINE STATE PARKWAY FOR 100.05 FEET; THENCE N87°26'51"E ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 127.27 FEET; THENCE N02°33'03"W FOR 100.11 FEET; THENCE N86°57'25"E FOR 2280.88 FEET; THENCE N02°33'03"W ALONG THE WESTERLY CANAL RIGHT OF WAY LINE PER OFFICIAL RECORDS BOOK 8648 AT PAGE 1247 FOR 42.00 FEET; THENCE S86°57'25"W FOR 1734.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE,

Prepared by:

Tri-County Engineering, Inc.

Engineers - Architects - Surveyors & Mappers  
EB-6706, AA-2777, LB-6507 State of Florida  
7729 N.W. 146th St. Miami Lakes, FL 33016  
Phone (305) 823-3737 Fax: (305) 823-3172

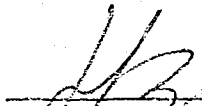
  
Jose M. Lopez, P.E.  
No. 4849 State of FL  
For the Firm

EXHIBIT "A"

DATE: APRIL 2006

PG 3 OF 8

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REMAINING SHEETS

LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 48.69 TO A POINT OF TANGENCY; THENCE N03°02'35"W FOR 95.52 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39°35'20" FOR AN ARC DISTANCE OF 46.29 FEET TO A POINT OF TANGENCY; THENCE N36°32'45"E FOR 47.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, ALONG A CENTRAL ANGLE OF 43°56'30" FOR AN ARC DISTANCE 19.17 FEET TO A POINT OF CUSP; THE FOLLOWING THREE (3) COURSES BEING ALONG THE RIGHT OF WAY LINE OF NW 14 PLACE AS SHOWN ON SAID PLAT OF LAKES OF TUSCANY PHASE ONE, (1) THENCE NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE 112°40'08" FOR AN ARC DISTANCE OF 123.89 FEET TO A POINT OF REVERSE CURVATURE; (2) THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°36'27" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE NORTHWESTERLY ALONG A 440.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°47'11" FOR AN ARC DISTANCE OF 6.04 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS S47°20'06"W; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°09'37" FOR AN ARC DISTANCE OF 34.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 150.00 FOOT RADIUS CURVE, LEADING TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°01'44" FOR AN ARC DISTANCE OF 149.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°29'26" FOR AN ARC DISTANCE OF 19.28 FEET TO A POINT OF TANGENCY; THENCE S03°02'35"E FOR 100.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 48.69 FEET TO POINT OF TANGENCY; THENCE S86°57'25"W FOR 508.29 FEET; THENCE S53°17'59"W ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "C" OF LAKES OF TUSCANY PHASE ONE FOR 73.92 FEET TO THE POINT OF BEGINNING.

**And;**

Tract I:

A PORTION OF SECTION 35 OF TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF NEWMAN'S SURVEY, RECORDED IN PLAT BOOK 1, AT PAGE 118 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 35; THENCE N87°26'57"E ALONG THE SOUTHERLY LINE OF SAID NORTHWEST ¼ FOR A DISTANCE OF 415.69 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF HOMESTEAD EXTENSION OF FLORIDA TURNPIKE; THENCE N02°31'06"W ALONG THE SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.00 FEET; THENCE N87°26'55"E ALONG A LINE 220.00 FEET NORTH WITH AND PARALLEL TO THE SOUTH LINE OF THE N.W. ¼ OF SAID SECTION 35 FOR A DISTANCE OF 2480.09 FEET; THENCE N02°33'30"W FOR A DISTANCE OF 162.26 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N02°33'30"W FOR A DISTANCE OF 137.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 346.00 FEET AND A CENTRAL ANGLE OF 25°25'05", FOR AN ARC DISTANCE OF 153.30 FEET; THENCE N02°26'58"W FOR A DISTANCE OF 71.71 FEET; THENCE N56°13'50"E FOR A DISTANCE OF 599.00 FEET; THENCE N74°33'45"E FOR A DISTANCE OF 362.38 FEET TO A NON-TANGENT POINT OF A CIRCULAR CURVE, SAID POINT BEARS N83°00'11"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 591.00 FEET AND A CENTRAL ANGLE OF 04°19'46", FOR AN ARC DISTANCE OF 44.66 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 60°24'42", FOR AN ARC DISTANCE OF 26.36 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 150°45'26", FOR AN ARC DISTANCE OF 165.77 FEET TO A POINT OF TANGENCY; THENCE S87°40'41"E FOR A DISTANCE OF 21.00; THENCE S02°19'19"W FOR

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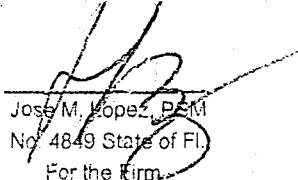
  
Jose M. Lopez, P.E.M.  
No. 4849 State of FL  
For the Firm

EXHIBIT "A"

DATE: APRIL 2006

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A DISTANCE OF 137.92 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 418.00 FEET AND A CENTRAL ANGLE OF 74°25'20, FOR AN ARC DISTANCE OF 542.95 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2862.79 FEET AND A CENTRAL ANGLE OF 10°07'31", FOR AN ARC DISTANCE OF 505.91 FEET TO THE POINT OF BEGINNING.

**And;**

Block1

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S02°31'06"E ALONG THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, STATE ROAD NO. 91, ALSO KNOWN AS THE SUNSHINE STATE PARKWAY FOR 100.05 FEET; THENCE N87°26'51"E ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 127.27 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PORTION OF LAND; THENCE N02°33'03"W FOR 100.11 FEET; THENCE N86°57'25"E FOR 2280.88 FEET; THENCE S02°33'03"E ALONG THE WESTERLY CANAL RIGHT OF WAY LINE PER OFFICIAL RECORDS BOOK 8648, PAGE 1247 FOR 119.64 FEET; THENCE S87°26'51"W ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 35 AND SAID NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 2280.80 FEET TO THE POINT OF BEGINNING.

**And;**

Block2:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S87°26'51"W ALONG THE NORTHERLY LINE OF THE CANAL RIGHT OF WAY FOR 330.69 FEET; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 120.25 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST AND WHOSE RADIUS POINT BEARS N03°07'19"W; THENCE NORTHEASTERLY ALONG A 2904.79 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°32'28" FOR AN ARC DISTANCE OF 331.62 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF SAID TRACT "A" FOR 142.44 FEET TO THE POINT OF BEGINNING.

**And;**

Tract J:

TRACT "A" OF "WALDEN GARDEN" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 164 AT PAGE 65 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**LESS AND EXCEPT;**

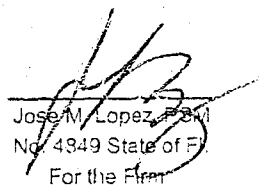
MAJORCA ISLES I, A CONDOMINIUM:

PORTIONS OF TRACT "A" OF "WALDEN GARDEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164 AT PAGE 65 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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No. 4949 State of FL  
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EXHIBIT

DATE: APRIL 2006

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COMMENCING AT THE NE CORNER OF SAID TRACT "A"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH AND HAVING FOR ITS ELEMENTS A RADIUS OF 7689.44 FEET, A CENTRAL ANGLE OF 00°10'50" FOR 24.23 FEET TO A POINT; THENCE S 00°05'07" W FOR 25.32 FEET TO THE NE CORNER OF BUILDING 17, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 17**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 17; (1) THENCE S 00°05'07" W FOR 49.06 FEET; (2) THENCE N 89°58'27" W FOR 68.63 FEET; (3) THENCE N 00°01'16" E FOR 48.95 FEET; (4) THENCE N 89°55'48" E FOR 68.68 FEET TO THE POINT OF BEGINNING OF BUILDING 17;  
THENCE S 89°49'09" W FOR 87.73 FEET TO THE NE CORNER OF BUILDING 16, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 16**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 16; (1) THENCE S 00°39'57" W FOR 42.94 FEET; (2) THENCE N 89°27'31" W FOR 88.60 FEET; (3) THENCE N 00°33'11" E FOR 43.00 FEET; (4) THENCE S 89°25'21" E FOR 88.68 FEET TO THE POINT OF BEGINNING OF BUILDING 16;  
THENCE N 89°39'21" W FOR 118.99 FEET TO THE NE CORNER OF BUILDING 15, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 15**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 15; (1) THENCE S 01°58'30" W FOR 132.70 FEET; (2) THENCE N 87°50'23" W FOR 43.06 FEET; (3) THENCE N 02°01'19" E FOR 132.56 FEET; (4) THENCE S 88°01'40" E FOR 42.95 FEET TO THE POINT OF BEGINNING OF BUILDING 15;  
THENCE N 88°23'05" W FOR 110.90 FEET TO THE NE CORNER OF BUILDING 14, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 14**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 14; (1) THENCE S 01°59'06" W FOR 110.72 FEET; (2) THENCE N 88°02'50" W FOR 43.08 FEET; (3) THENCE N 02°01'54" E FOR 110.77 FEET; (4) THENCE S 87°53'54" E FOR 42.99 FEET TO THE POINT OF BEGINNING OF BUILDING 14;  
THENCE N 87°38'55" W FOR 73.80 FEET TO THE NE CORNER OF BUILDING 13, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 13**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 13; (1) THENCE S 02°16'28" W FOR 110.70 FEET; (2) THENCE N 87°40'56" W FOR 43.00 FEET; (3) THENCE N 02°16'02" E FOR 110.70 FEET; (4) THENCE S 87°40'54" E FOR 43.01 FEET TO THE POINT OF BEGINNING OF BUILDING 13;  
THENCE N 87°31'24" W FOR 111.01 FEET TO THE NE CORNER OF BUILDING 12, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 12**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 12; (1) THENCE S 02°17'02" W FOR 110.79 FEET; (2) THENCE N 87°39'05" W FOR 43.02 FEET; (3) THENCE N 02°17'04" E FOR 110.66 FEET; (4) THENCE S 87°48'55" E FOR 43.02 FEET TO THE POINT OF BEGINNING OF BUILDING 12;  
THENCE N 87°32'49" W FOR 73.97 FEET TO THE NE CORNER OF BUILDING 11, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 11**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 11; (1) THENCE S 02°17'51" W FOR 110.76 FEET; (2) THENCE N 87°37'06" W FOR 43.00 FEET; (3) THENCE N 02°15'31" E FOR 110.73 FEET; (4) THENCE S 87°39'40" E FOR 43.08 FEET TO THE POINT OF BEGINNING OF BUILDING 11;  
THENCE N 87°31'41" W FOR 111.06 FEET TO THE NE CORNER OF BUILDING 10, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 10**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 10; (1) THENCE S 02°16'07" W FOR 110.68 FEET; (2) THENCE N 87°47'16" W FOR 43.01 FEET; (3) THENCE N 02°15'44" E FOR 110.64 FEET; (4) THENCE S 87°50'35" E FOR 43.02 FEET TO THE POINT OF BEGINNING OF BUILDING 10;  
THENCE N 88°03'27" W FOR 137.86 FEET TO THE NE CORNER OF BUILDING 9, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 9**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 9; (1) THENCE S 00°01'26" E FOR 110.76 FEET; (2) THENCE N 89°55'22"



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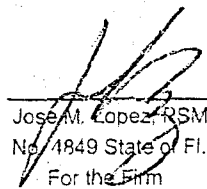
  
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For the Firm

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W FOR 43.06 FEET; (3) THENCE N 00°00'37" W FOR 110.67 FEET; (4) THENCE N 89°57'17" E FOR 43.03 FEET TO THE POINT OF BEGINNING OF BUILDING 9;  
THENCE N 89°02'10" W FOR 110.93 FEET TO THE NE CORNER OF BUILDING 8, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 8**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 8; (1) THENCE S 00°00'43" E FOR 110.72 FEET; (2) THENCE S 89°58'53" W FOR 42.99 FEET; (3) THENCE N 00°01'56" W FOR 110.70 FEET; (4) THENCE N 89°57'31" E FOR 43.03 FEET TO THE POINT OF BEGINNING OF BUILDING 8;  
THENCE N 89°46'01" W FOR 78.14 FEET TO THE NE CORNER OF BUILDING 7, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 7**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 7; (1) THENCE S 02°15'06" E FOR 110.69 FEET; (2) THENCE S 87°46'36" W FOR 42.94 FEET; (3) THENCE N 02°17'33" W FOR 110.64 FEET; (4) THENCE N 87°42'36" E FOR 43.02 FEET TO THE POINT OF BEGINNING OF BUILDING 7;  
THENCE S 89°32'55" W FOR 111.06 FEET TO THE NE CORNER OF BUILDING 6, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 6**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, LINES OF SAID BUILDING 6; (1) THENCE S 02°16'22" E FOR 110.68 FEET; (2) THENCE S 87°47'11" W FOR 42.98 FEET; (3) THENCE N 02°17'25" W FOR 110.68 FEET; (4) THENCE N 87°47'37" E FOR 43.01 FEET TO THE POINT OF BEGINNING OF BUILDING 6;  
THENCE S 88°52'28" W FOR 79.15 FEET TO THE NE CORNER OF BUILDING 5, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 5**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 5; (1) THENCE S 04°58'20" E FOR 132.63 FEET; (2) THENCE S 85°01'07" W FOR 42.98 FEET; (3) THENCE N 05°00'08" W FOR 132.65 FEET; (4) THENCE N 85°02'39" E FOR 43.05 FEET TO THE POINT OF BEGINNING OF BUILDING 5;  
THENCE S 88°46'26" W FOR 111.24 FEET TO THE NE CORNER OF BUILDING 4, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 4**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 4; (1) THENCE S 04°58'07" E FOR 132.67 FEET; (2) THENCE S 84°59'39" W FOR 43.06 FEET; (3) THENCE N 04°57'27" W FOR 132.77 FEET; (4) THENCE N 85°07'01" E FOR 43.03 FEET TO THE POINT OF BEGINNING OF SAID BUILDING 4.  
THE FOLLOWING TWO (2) COURSES ADDED HEREIN AS MATHEMATICAL CLOSURE; (1) THENCE N 04°58'07" W FOR 25.02 FEET TO A POINT ON THE NORTHERLY PROPERTY LINE OF SAID TRACT "A"; (2) THENCE S 88°45'47" W ALONG SAID LINE FOR 222.48 FEET TO THE POINT OF CURVATURE OF THE 35.00 FEET RADIUS CURVE, CONCAVE TO THE SOUTHEAST, AS SHOWN IN SAID TRACT "A" OF "WALDEN GARDEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164 AT PAGE 65 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Surveyor's Notes:

- 1.- DESCRIPTION PREPARED BY TRI-COUNTY ENGINEERING, INC., UNDER THE DIRECT SUPERVISION OF THE SIGNING PROFESSIONAL SURVEYOR AND MAPPER, THIS 16th DAY OF JUNE 2006.
- 2.- DESCRIPTION WAS VERIFIED FOR MATHEMATICAL CLOSURE.



**EXHIBIT**

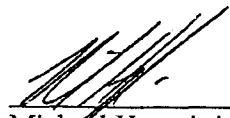
**AFFIDAVIT OF OWNERSHIP AND CONSENT  
TO THE CREATION OF THE  
MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA                     )  
COUNTY OF MIAMI-DADE         )

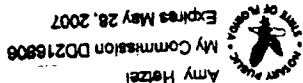
On this 7 day of December 2006, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments Michael Humphries, who, after being duly sworn, deposes and says:


1. Affiant, Michael Humphries, an individual, is the President of Majorca Isles Master Association, Inc., a Florida Not-For-Profit Corporation.
2. Majorca Isles Master Association, Inc. is the owner of the following described property, to wit:  
  
See Exhibit " " attached hereto (the "Property")
3. Affiant Michael Humphries, hereby represents that he has full authority to execute all documents and instruments on behalf of the Corporation, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the Majorca Isles Community Development District (the "Proposed CDD")
4. The property described in Exhibit A1, attached hereto, together with the property described in Exhibit 3 herein represents all of the real property to be included in the Proposed CDD.
5. Affiant, Michael Humphries on behalf of Majorca Isles Master Association, Inc., as Owner of the property described in Exhibit " ", hereby consents to the establishment of the proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Michael Humphries

Subscribed and sworn to before me this 7 day of December, 2006, by  
Michael Humphries, who personally appeared before me, and is personally known.



Notary   
Print Name: Amy Hetzel  
Notary Public, State of Florida

**EXHIBIT 3A**

**AFFIDAVIT OF OWNERSHIP AND CONSENT  
TO THE CREATION OF THE**

**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA                     )  
COUNTY OF MIAMI-DADE         )

On this 19 day of APRIL 2005, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments Larry M. Abbo, who, after being duly sworn, deposes and says:

1. Affiant, Larry M. Abbo, Vice President, of Prime Homes at Portofino Gardens Ltd. its general partner Prime Homes at Portofino Gardens Builders, Inc.

2. Prime Homes at Portofino Gardens, Ltd. is the owner of the following described property, to wit:

See Exhibit "A1" attached hereto (the "Property")

3. Affiant Larry M. Abbo, hereby represents that he has full authority to execute all documents and instruments on behalf of the Corporation, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the MAJORCA ISLES Community Development District (the "Proposed CDD").

4. The property described in Exhibit A1, attached hereto, together with the property described in Exhibit 3 herein represents all of the real property to be included in the Proposed CDD.

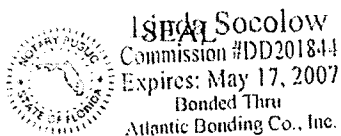
5. Affiant, Larry M. Abbo, V.P., on behalf of Prime Homes at Portofino Gardens, Ltd., its general partner Prime Homes at Portofino Gardens Builders, Inc., as the sole owner of the above described property in the capacity described above, hereby consents to the establishment of the proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

Larry Abbo APR 19 2005

Subscribed and sworn to before me this 19 day of APRIL, 2005  
LARRY ABBO, who personally appeared  
before me, and is personally known.

Notary: Linda Socolow  
Print Name: LINDA SOCOLOW  
Notary Public, State of Florida





**EXHIBIT 3A**

**AFFIDAVIT OF OWNERSHIP AND CONSENT  
TO THE CREATION OF THE  
MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA                     )  
COUNTY OF MIAMI-DADE         )

On this 16 day of June 2006, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments Michael Humphries, who, after being duly sworn, deposes and says:

1. Affiant, Michael Humphries, an individual, is the President of Majorca Isles I Condominium Association, Inc., a Florida Not-For-Profit Corporation.
2. Majorca Isles I Condominium Association, Inc. is the owner of the following described property, to wit:  
  
See Exhibit "A1" attached hereto (the "Property")
3. Affiant Michael Humphries, hereby represents that he has full authority to execute all documents and instruments on behalf of the Corporation, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the Majorca Isles Community Development District (the "Proposed CDD").
4. The property described in Exhibit A1, attached hereto, together with the property described in Exhibit 3 herein represents all of the real property to be included in the Proposed CDD.
5. Affiant, Michael Humphries on behalf of Majorca Isles I Condominium Association, Inc., as Owner of the property described in Exhibit "A1", hereby consents to the establishment of the proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

Michael Humphries

Subscribed and sworn to before me this 16 day of June, 2006, by Michael Humphries, who personally appeared before me, and is personally known.



Amy Hetzel  
My Comm. No. 00216806  
Expires May 20, 2007

Notary: [Signature]  
Print Name: Amy Hetzel  
Notary Public, State of Florida

Prepared by:

Tri-County Engineering, Inc.

Engineers - Architects - Surveyors & Mappers  
EB-6706, AA-2777, LB-6507 State of Florida  
7729 N.W. 146th St. Miami Lakes, FL 33016  
Phone (305) 823-3737 Fax: (305) 823-3172

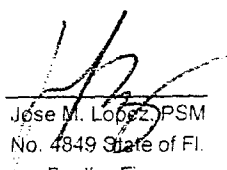
  
Jose M. Lopez, PSM  
No. 4849 State of Fl.  
For the Firm

EXHIBIT "A1"

DATE: JUNE 2006

PG 1 OF 2

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ACCOMPANIED BY THE  
REMAINING SHEETS

## LEGAL DESCRIPTION:

### MAJORCA ISLES I, A CONDOMINIUM:

PORTIONS OF TRACT "A" OF "WALDEN GARDEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164 AT PAGE 65 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID TRACT "A"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH AND HAVING FOR ITS ELEMENTS A RADIUS OF 7689.44 FEET, A CENTRAL ANGLE OF 00°10'50" FOR 24.23 FEET TO A POINT; THENCE S 00°05'07" W FOR 25.32 FEET TO THE NE CORNER OF BUILDING 17, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 17**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 17; (1) THENCE S 00°05'07" W FOR 49.06 FEET; (2) THENCE N 89°58'27" W FOR 68.63 FEET; (3) THENCE N 00°01'16" E FOR 48.95 FEET; (4) THENCE N 89°55'48" E FOR 68.68 FEET TO THE POINT OF BEGINNING OF BUILDING 17;

THENCE S 89°49'09" W FOR 87.73 FEET TO THE NE CORNER OF BUILDING 16, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 16**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 16; (1) THENCE S 00°39'57" W FOR 42.94 FEET; (2) THENCE N 89°27'31" W FOR 88.60 FEET; (3) THENCE N 00°33'11" E FOR 43.00 FEET; (4) THENCE S 89°25'21" E FOR 88.68 FEET TO THE POINT OF BEGINNING OF BUILDING 16;

THENCE N 89°39'21" W FOR 118.99 FEET TO THE NE CORNER OF BUILDING 15, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 15**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 15; (1) THENCE S 01°58'30" W FOR 132.70 FEET; (2) THENCE N 87°50'23" W FOR 43.06 FEET; (3) THENCE N 02°01'19" E FOR 132.56 FEET; (4) THENCE S 88°01'40" E FOR 42.95 FEET TO THE POINT OF BEGINNING OF BUILDING 15;

THENCE N 88°23'05" W FOR 110.90 FEET TO THE NE CORNER OF BUILDING 14, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 14**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 14; (1) THENCE S 01°59'06" W FOR 110.72 FEET; (2) THENCE N 88°02'50" W FOR 43.08 FEET; (3) THENCE N 02°01'54" E FOR 110.77 FEET; (4) THENCE S 87°58'54" E FOR 42.99 FEET TO THE POINT OF BEGINNING OF BUILDING 14;

THENCE N 87°38'55" W FOR 73.80 FEET TO THE NE CORNER OF BUILDING 13, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 13**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 13; (1) THENCE S 02°16'28" W FOR 110.70 FEET; (2) THENCE N 87°40'56" W FOR 43.00 FEET; (3) THENCE N 02°16'02" E FOR 110.70 FEET; (4) THENCE S 87°40'54" E FOR 43.01 FEET TO THE POINT OF BEGINNING OF BUILDING 13;

THENCE N 87°31'24" W FOR 111.01 FEET TO THE NE CORNER OF BUILDING 12, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 12**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 12; (1) THENCE S 02°17'02" W FOR 110.79 FEET; (2) THENCE N 87°39'05" W FOR 43.02 FEET; (3) THENCE N 02°17'04" E FOR 110.66 FEET; (4) THENCE S 87°48'55" E FOR 43.02 FEET TO THE POINT OF BEGINNING OF BUILDING 12;

THENCE N 87°32'49" W FOR 73.97 FEET TO THE NE CORNER OF BUILDING 11, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 11**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 11; (1) THENCE S 02°17'57" W FOR 110.76 FEET; (2) THENCE N 87°37'06" W FOR 43.00 FEET; (3) THENCE N 02°15'31" E FOR 110.73 FEET; (4) THENCE S 87°39'40" E FOR 43.08 FEET TO THE POINT OF BEGINNING OF BUILDING 11;

THENCE N 87°31'41" W FOR 111.06 FEET TO THE NE CORNER OF BUILDING 10, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 10**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 10; (1) THENCE S 02°16'07" W FOR 110.68 FEET; (2) THENCE N

Prepared by:

Tri-County Engineering, Inc.

Engineers - Architects - Surveyors & Mappers  
EB-6706, AA-2777, LB-6507 State of Florida  
7729 N.W. 146th St. Miami Lakes, FL 33016  
Phone (305) 823-3737 Fax: (305) 823-3172

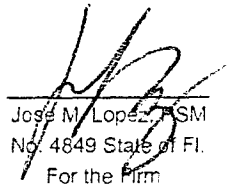
  
Jose M. Lopez, PSM  
No. 4849 State of FL.  
For the Firm

EXHIBIT "A1"

DATE: JUNE 2006

PG 2 OF 2

NOT VALID UNLESS  
ACCOMPANIED BY THE  
REMAINING SHEETS

87°47'16" W FOR 43.01 FEET; (3) THENCE N 02°15'44" E FOR 110.64 FEET; (4) THENCE S 87°50'35" E FOR 43.02 FEET TO THE POINT OF BEGINNING OF BUILDING 10;  
THENCE N 88°03'27" W FOR 137.86 FEET TO THE NE CORNER OF BUILDING 9, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 9**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 9; (1) THENCE S 00°01'26" E FOR 110.76 FEET; (2) THENCE N 89°55'22" W FOR 43.06 FEET; (3) THENCE N 00°00'37" W FOR 110.67 FEET; (4) THENCE N 89°57'17" E FOR 43.03 FEET TO THE POINT OF BEGINNING OF BUILDING 9;  
THENCE N 89°02'10" W FOR 110.93 FEET TO THE NE CORNER OF BUILDING 8, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 8**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 8; (1) THENCE S 00°00'43" E FOR 110.72 FEET; (2) THENCE S 89°58'53" W FOR 42.99 FEET; (3) THENCE N 00°01'56" W FOR 110.70 FEET; (4) THENCE N 89°57'31" E FOR 43.03 FEET TO THE POINT OF BEGINNING OF BUILDING 8;  
THENCE N 89°46'01" W FOR 78.14 FEET TO THE NE CORNER OF BUILDING 7, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 7**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 7; (1) THENCE S 02°15'06" E FOR 110.69 FEET; (2) THENCE S 87°46'36" W FOR 42.94 FEET; (3) THENCE N 02°17'33" W FOR 110.64 FEET; (4) THENCE N 87°42'36" E FOR 43.02 FEET TO THE POINT OF BEGINNING OF BUILDING 7;  
THENCE S 89°32'55" W FOR 111.06 FEET TO THE NE CORNER OF BUILDING 6, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 6**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, LINES OF SAID BUILDING 6; (1) THENCE S 02°16'22" E FOR 110.68 FEET; (2) THENCE S 87°47'11" W FOR 42.98 FEET; (3) THENCE N 02°17'25" W FOR 110.68 FEET; (4) THENCE N 87°47'37" E FOR 43.01 FEET TO THE POINT OF BEGINNING OF BUILDING 6;  
THENCE S 88°52'28" W FOR 79.15 FEET TO THE NE CORNER OF BUILDING 5, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 5**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 5; (1) THENCE S 04°58'20" E FOR 132.63 FEET; (2) THENCE S 85°01'07" W FOR 42.98 FEET; (3) THENCE N 05°00'08" W FOR 132.65 FEET; (4) THENCE N 85°02'39" E FOR 43.05 FEET TO THE POINT OF BEGINNING OF BUILDING 5;  
THENCE S 88°46'26" W FOR 111.24 FEET TO THE NE CORNER OF BUILDING 4, SAID POINT ALSO BEING THE **POINT OF BEGINNING OF SAID BUILDING 4**, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY MOST EXTERNAL WALL LINES, PROJECTED, OF SAID BUILDING 4; (1) THENCE S 04°58'07" E FOR 132.67 FEET; (2) THENCE S 84°59'39" W FOR 43.06 FEET; (3) THENCE N 04°57'27" W FOR 132.77 FEET; (4) THENCE N 85°07'01" E FOR 43.03 FEET TO THE POINT OF BEGINNING OF SAID BUILDING 4.  
THE FOLLOWING TWO (2) COURSES ADDED HEREIN AS MATHEMATICAL CLOSURE; (1) THENCE N 04°58'07" W FOR 25.02 FEET TO A POINT ON THE NORTHERLY PROPERTY LINE OF SAID TRACT "A"; (2) THENCE S 88°45'47" W ALONG SAID LINE FOR 222.48 FEET TO THE POINT OF CURVATURE OF THE 35.00 FEET RADIUS CURVE, CONCAVE TO THE SOUTHEAST, AS SHOWN IN SAID TRACT "A" OF "WALDEN GARDEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164 AT PAGE 65 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Surveyor's Notes:

- 1.- DESCRIPTION PREPARED BY TRI-COUNTY ENGINEERING, INC., UNDER THE DIRECT SUPERVISION OF THE SIGNING PROFESSIONAL SURVEYOR AND MAPPER, THIS 20th DAY OF JUNE 2006.
- 2.- DESCRIPTION WAS VERIFIED FOR MATHEMATICAL CLOSURE.



EXHIBIT 6

**MAJORCA ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Statement of Estimated Regulatory Costs**

APRIL 25, 2005

REVISED MAY 23, 2006

Prepared by

***Special District Services, Inc.***

11000 Prosperity Farms Road, Suite 104  
Palm Beach Gardens, Florida 33410

561-630-4922 – Tele  
877-737-4922 – Toll Free  
561-630-4923 – Fax



## STATEMENT OF ESTIMATED REGULATORY COSTS

### **1.0 Introduction**

#### **1.1 Purpose and Scope**

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Majorca Isles Community Development District ("District"). The District comprises approximately 53.95 acres of land located in the incorporated area of the City of Miami-Gardens, Miami-Dade County, Florida. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), F.S. (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

#### **1.2 Overview of Majorca Isles Community Development District**

The District is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a master planned residential development to be made up of an estimated 50 single family dwelling units and 544 condominiums for a total of 594 units within the boundaries of the District.

#### **1.3 Requirements for Statement of Estimated Regulatory Costs**

Section 120.541(2), F.S. (1997), defines the elements a statement of estimated regulatory costs must contain:

(a) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(b) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the ordinance. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.





(d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. Miami-Dade County is not defined as a small County for purposes of this requirement.

(e) Any additional information that the agency determines may be useful.

(f) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

“Note: the references to “rule” in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an “ordinance” under section 190.005(2) (a), Florida Statutes.”

**2.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.**

The Majorca Isles Community Development District serves land that comprises a 53.95 acre residential development to be made up of an estimated 50 single family dwelling units and 544 condominiums for a total of 594 units. The estimated population of the residential portion of the District is 1358. The property owners in the District will generally be individuals and families.

**3.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.**

There is no state agency promulgating any rule relating to this project that is anticipated to effect state or local revenues.

**3.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance**

Because the results of adopting the ordinance is establishment of a local special purpose government, there will be no enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 1,000 acres, therefore, Miami-Dade County is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing



of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, F.S., the District must pay an annual fee to the State of Florida Department of Community Affairs which offsets such costs.

### Miami-Dade County

There will be only modest costs to the County for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to establish a community development district. There is an agreement between Miami-Gardens and Miami -Dade County for the review of the project and passing of the ordinance by Miami-Dade County creating the District.

The annual costs to Miami-Dade County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District. However, the Petitioner has included a payment of **\$15,000** to offset any expenses the County may incur in the processing of this Petition, or in the monitoring of this District.

### **3.2 Impact on State and Local Revenues**

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other of local government. In accordance with State law, debts of the District are strictly its own responsibility.

### **4.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.**

Table 1 provides an outline of the various facilities and services the proposed District may provide.



**Table 1**  
**Majorca Isles Community Development District**  
**Proposed Facilities and Services**

FACILITY	FUNDED BY	O&M BY	OWNERSHIP BY
Waste Water System	CDD	WASA	WASA
Water Supply System	CDD	WASA	WASA
Surface Water Management	CDD	CDD	CDD
Roads and Paving	CDD	MIAMI-GARDENS	MIAMI-GARDENS
Entrance Features	CDD	CDD	CDD

The petitioner has estimated the costs for providing the capital facilities outlined in Table 1. The cost estimates are shown in Table 2 below. Total costs for those facilities, which may be provided, are estimated to be approximately **\$5,418,424**. The District may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non ad valorem special assessments levied on all properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

**Table 2**  
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**Construction Costs Estimates**

WASTEWATER SYSTEM	\$ 2,083,928
WATER SUPPLY SYSTEM	\$ 1,261,128
SURFACE WATER MANAGEMENT	\$ 1,743,368
ROADS & PAVING	\$ 55,000
ENTRANCE FEATURES	\$ 275,000
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$5,418,424</b>

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non ad valorem special assessments by various names for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Furthermore, locating in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non ad valorem special assessments by various names and user fees as a tradeoff for the benefits and facilities that the District provides.



A Community Development District ("CDD") provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a property association, County provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that owners of the lands to be included within the District will receive three major classes of benefits.

First, landowners in the District will receive a higher long-term sustained level of public services and amenities sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting, to determine the type, quality and expense of District services they receive, provided they meet the County's overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative management mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

**5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.**

There will be no impact on small businesses because of the establishment of the District. Miami-Dade County has an estimated population in 2003 that is greater than 10,000; therefore the County is not defined as a "*small*" County according to Section 120.52, F.S., and there will accordingly be no impact on a small County because of the formation of the District. The City of Miami-Gardens was recently incorporated; therefore, there is no census data available.



**6.0 Any additional useful information.**

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

\*\*\*\*\*



**APPENDIX A  
LIST OF REPORTING REQUIREMENTS**

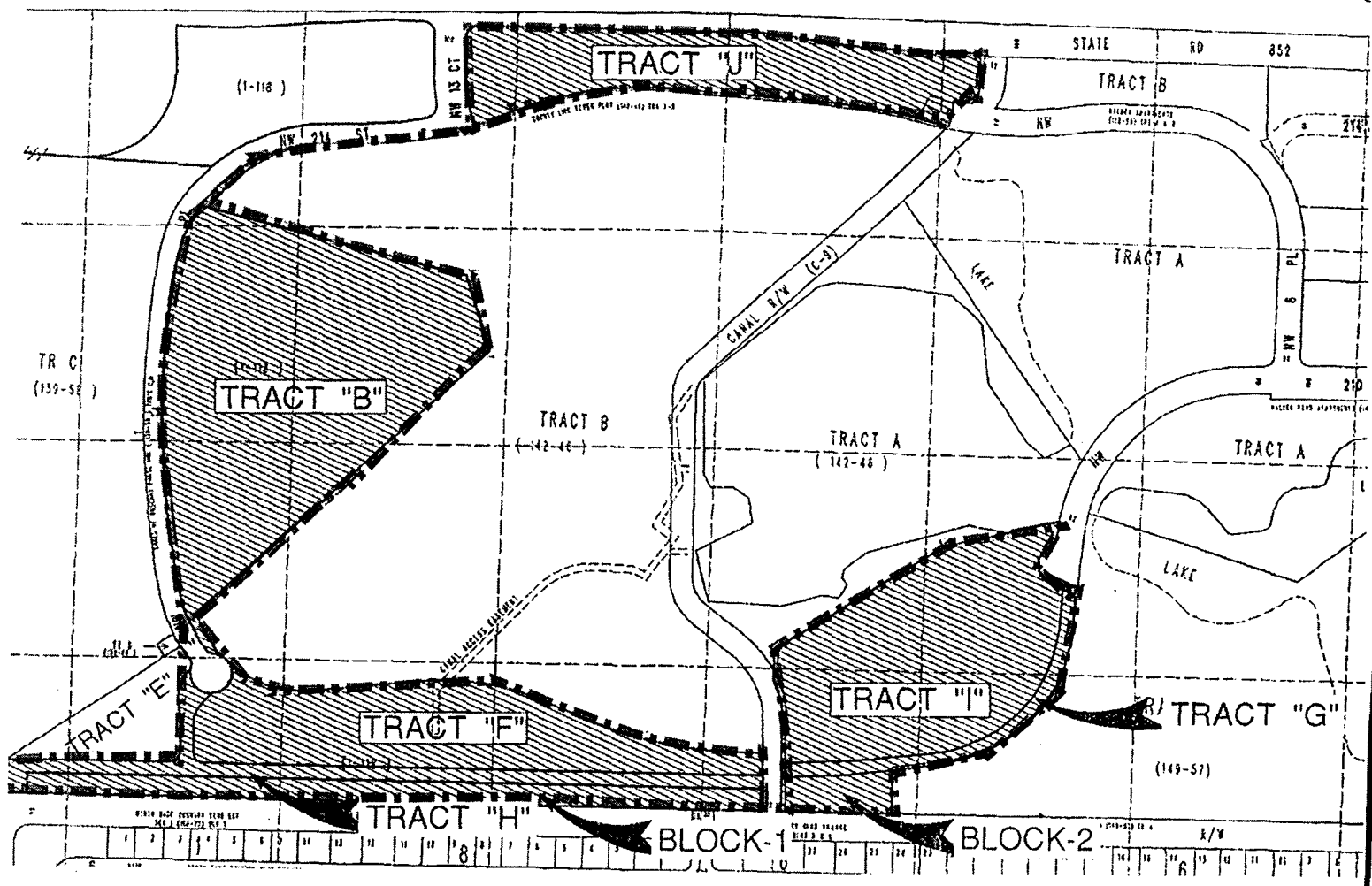
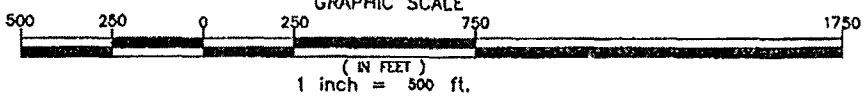
<b>REPORT</b>	<b>FL. STATUTE CITATION</b>	<b>DUE DATE</b>
Annual Financial Audit	11.45	within 45 days of audit completion, but no later than 12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 12 months after end of fiscal year; if no audit required, by 4/30
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial	112.3145	within 30 days of accepting interest the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.415	within one year of special district's creation; then annual notice of any changes; and updated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.417	quarterly, semiannually, or annually
Bond Report	218.38	when issued
Registered Agent	189.416	within 30 days after first meeting of governing board
Proposed Budget	189.418	prior to end of current fiscal year
Public Depositor Report	280.17	annually by 11/30



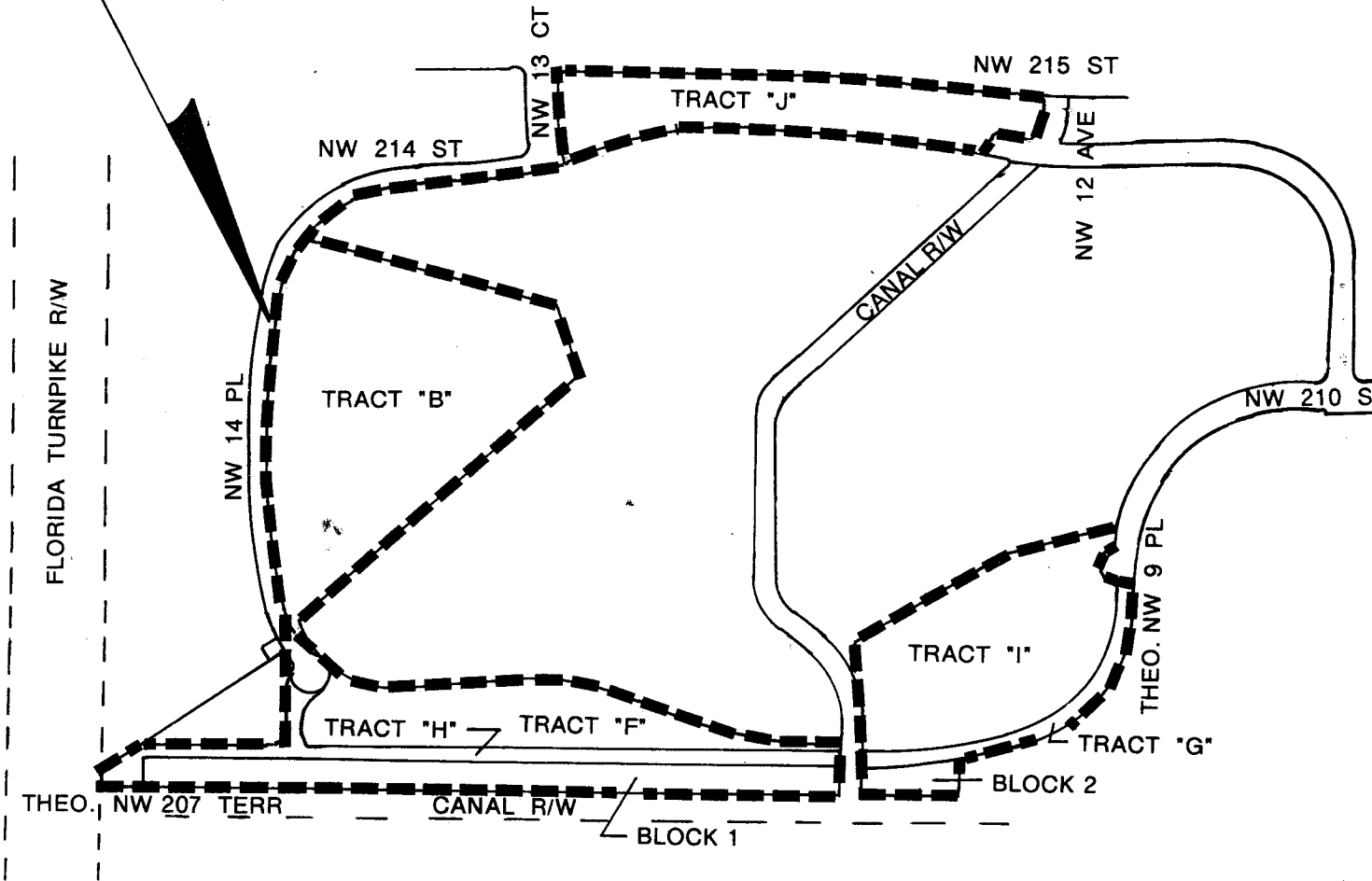
**EXHIBIT 7**  
**DISTRICT BOUNDARIES MAP**  
**MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT**

**DISTRICT BOUNDARIES**

GRAPHIC SCALE



# DISTRICT BOUNDARIES



## MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT



(COMM. 001)

SECTION: 35-51-41

EXHIBIT "C"



# K. KARL ALBERTSON, JR.

1360 NE 47 Court • Oakland Park, FL 33334 • H: (954) 489-7723 C: (754) 264-1535

## OBJECTIVE

To secure a position with a residential development company or consulting firm.

## EMPLOYMENT

LAND ACQUISITIONS MANAGER	11/2004 - PRESENT
DIRECTOR OF PLANNING AND ENTITLEMENTS	12/2003 - 11/2004
ASST. MGR. OF LAND ACQUISITION & DEVELOPMENT	2/2002 - 12/2003
<i>D. R. Horton, Inc</i>	<i>Deerfield Beach, FL</i>

Responsible for the identification and subsequent contract negotiation of potential land parcels suitable for residential development. Coordinate due diligence activities on contracted parcels including: title examination, environmental analysis, preliminary geotechnical and civil engineering feasibility, product density analysis, and gross profit and return on investment analyses. Manage the entitlement process, site plan design, engineering design, permitting and horizontal site development including amenity packages. Development and management of land development budgets totaling over \$300 million.

ASSOCIATE PLANNER	7/2000 - 2/2002
<i>Broward County Board of County Commissioners</i>	<i>Ft. Lauderdale, FL</i>

Review potential development projects for compatibility with the County's Comprehensive Plan. Revision and implementation of the Broward County Comprehensive Emergency Management Plan (CEMP). Development and coordination of the Business Emergency Preparedness Network targeted towards large companies (100 + employees) within the County. Preparation of planning reports, population forecasting and analysis, planning analysis and development and implementation of special projects.

COMMUNITY DEVELOPMENT SPECIALIST	12/1999 - 6/2000
<i>North Carolina Division of Emergency Management</i>	<i>Raleigh, NC</i>

Temporary position following Hurricane Floyd working with FEMA to administer the Hazard Mitigation Grant Program. Responsible for assisting local communities in developing all-hazards mitigation plans in order to qualify for federal disaster funds. Development and administration of a state-wide competitive grant program.

PLANNING ASSISTANT	2/1997 - 8/1999
<i>Northwest Florida Water Management District</i>	<i>Tallahassee, FL</i>

Assist with the preparation and implementation of the District's Water Management Plan and Surface Water Improvement and Management Plans. Review and comment on projects impacting surface waters within the District's geographic boundaries.

## EDUCATION

MASTER OF SCIENCE IN PLANNING	1997 - 1999
<i>Florida State University</i>	<i>Tallahassee, FL</i>

MASTER IN PUBLIC ADMINISTRATION	1997 - 1999
<i>Florida State University</i>	<i>Tallahassee, FL</i>

FLORIDA REAL ESTATE SALESPERSON LICENSE	July 2004
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# Rafael J. Roca

1192 East Newport Center Dr., Suite 150 Deerfield Beach, FL 33442 Office: (954) 428-4854

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## Professional Accomplishments

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### **D.R. Horton, Inc. - Vice President of Operations**

- 2000 - Present

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### **D.R. Horton, Inc. - Area Manager**

- 1998 - 2000

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### **Continental Homes - Project Manager**

- 1995 - 1998

### **Heftler Homes - Project Superintendent**

- 1993 - 1995

### Additional Information:

### **Garmon Construction, Shell Contractor - Project Manager**

- 1993 - 1995 - Project Manager
- 1993 (6 months) - Project Superintendent

State of Florida - Licensed General Contractor, 1997

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## Education

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May 1995

Bachelor of Science,  
Construction Management

Florida International University  
Miami, Florida

## References

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References are available on request.

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## RENEE C. FARMER

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9556 NW 8<sup>th</sup> Circle,  
Plantation, FL 33324  
(305) 622-8006

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**Objective:** A professional career in government that will provide growth and opportunities.

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**Employment:** **Assistant City Manager** 08/05–present  
*City of Miami Gardens* *Miami Gardens, FL*

Develop, conduct, direct, coordinate, and ensure the successful completion of short and long-term projects, programs and studies with citywide implications. Conduct presentations before the City Council. Represent the City Manager in the community and in meetings with government agencies, professional, business and community organizations, and the public. Serve on a variety of boards and committees. Prepare and present staff reports and other correspondence. Manage/oversee the Parks and Recreation, Police, and School Crossing Guard Departments.

**Legislative Coordinator** 08/03 – 08/05  
*Broward County, Office of Public and* *Fort Lauderdale, FL*  
*Governmental Relations*

Assist in identifying and prioritizing policy issues and projects for inclusion in the County's legislative and appropriations programs. Lobby the state legislature for favorable policies and programs to protect the interests of Broward County government. Promote the County's legislative policy during state legislative sessions. Develop and maintain meaningful professional contacts with local, state, and federal appointed and elected officials.

**Economic Development Officer** 02/02 – 08/03  
*City of Lauderdale Lakes* *Lauderdale Lakes, FL*

Coordinate a variety of activities related to business development, community redevelopment, and City housing initiatives. Research and develop long-term objectives, strategies, and approaches to urban redevelopment, affordable housing, business incentives, and economic impact. Manage the implementation of economic development plans and initiatives. Perform liaison duties between citizens, city staff, business community, and various governmental agencies.

**Assistant to City Manager** 11/00–02/02  
*City of Hallandale Beach* *Hallandale Beach, FL*

Managed citywide projects relating to community redevelopment, economic development, legislative issues, computerization, infrastructure improvement, code enforcement, human services, and development review. Coordinated municipal budget and departmental strategic plan development. Performed liaison duties between the city and various community organizations.

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References Available Upon Request

**Renee C. Farmer Resume**  
**Page Two**

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**Special Projects Coordinator III (Promotion)**

*Broward County Office of Public and  
Governmental Relations*

*2/00-11/00  
Fort Lauderdale, FL*

Assisted in the coordination of Broward County lobbying effort at the state level; coordinated County Commission workshops and meetings with state legislators, various municipalities, and state agencies. Coordinated all functions associated with County Commission board appointment process.

**Planner**

*Broward County Comprehensive and Neighborhood  
Planning Division*

*2/98-2/00  
Fort Lauderdale,  
FL*

Prepared and tracked annexation legislation. Performed liaison duties between residents, County agencies, local officials, and private sector. Extensive interaction with various homeowner associations on neighborhood preservation and enhancement issues. Conducted independent research for budget, demographic, and grant writing purposes.

**Education:**

**BACHELORS OF SCIENCE IN POLITICAL SCIENCE**  
*Florida State University*  
Cum Laude, With Honors

**DECEMBER 1997**  
*Tallahassee, FL*

**MASTER OF PUBLIC ADMINISTRATION**  
*Florida Atlantic University*  
Magna Cum Laude

**DECEMBER 1999**  
*Boca Raton, FL*

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References Available Upon Request

Anthony "Tony" Palumbo  
3270 North 37 Street  
Hollywood, Florida 33021  
954 - 489 - 7072  
E-mail TONYPALL @ AOL.COM

#### QUALIFICATION OVERVIEW

Over seventeen years of experience in the Homebuilding Industry progressing from Construction Manager to Director of Construction, Vice President of Operations then Division Manager for top 100 homebuilders. Highly organized, innovative and creative thinker. Capacity to set and meet deadlines. A professional that is a team player, goal oriented and decisive.

#### PROFESSIONAL EXPERIENCE

**D.R. Horton Homes** **Deerfield Beach, Florida**  
Vice President of Acquisitions and Development  
May, 01 - Present

Responsible for all Land Aquisitions, Property Entitlements and Land Development. Our division will produce about twenty five hundred homes in fiscal 2006 with a land position in 10 South Florida Counties.

**Sunset Lakes Estates** **Miami, Floria**  
Partner  
March, 00 - May, 01

Sunset Lakes Estates is a 200 unit subdivision in West Dade County. Primary product is a semi-custom production home priced to the low \$200's. Retained as a consultant to bring a sense of organization to the operations side of the Business. Offered a Partnership in September, 00.

**Brookman Fels / Avatar Development Corp.** **Hollywood, Florida**  
Division Manager for South Florida  
February, 97 - October, 00

Brookman Fels is recognized as a "Brand leader" in South Florida for custom homes priced from \$500,000 to \$2,000,000. As Division Manager it was my responsibility to grow the Division from 9 employees' to 38 and to handle an annual business plan of over 50 million dollars in delivered product.

**Adler Companies / Newmark Homes** **Coral Gables,**  
**Florida**  
Vice President of Operations  
July 94 - February 97

The Adler Companies were a local home building operation that was acquired by Newmark Homes of Texas in 1994. As Operations Manager it was my task to learn the corporate culture of our parent company and assimilate it to the five departments and 43 employees in my Region. Implemented programs for cost savings, employee training and construction cycle time. Other duties included negotiation of subcontractor agreements, land development projects, new product development and property acquisitions.

Palumbo page 2

Landstar Homes  
Director of Construction  
March, 88 - July, 94

Coral Gables, Florida

The South Florida division of Landstar Homes produced 400 single-family homes annually. Primarily a first time homebuyer product with controlled options and a limited selection of colors. Consistently met all deadlines and goals as set by Senior Management

Arvida Corporation  
Director of Homeowner Services  
& Quality Assurance  
September, 83 - March, 88

Miami, Florida

Management of 8 communities in Dade, Broward and Orange Counties. Responsible for resolution of all warranty items as related to new home closings. Instituted all in house maintenance for Arvida Property Management, consisting of 3,000 units in addition to multi million dollar model centers and recreational facilities. Directly supervised a staff of 38 employees with a departmental budget of 1.4 million dollars.

#### Education & Licenses:

Barry University  
Miami, Florida

Masters in Business Administration  
July, 1995

State Certified General Contractor

References upon Request

## Vernita Nelson

303 NW 191 Street  
Miami, FL 33169

vnelson@miamigardens-fl.gov

Work: 305-652-1732  
Mobile: 305-525-3135

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Innovative professional with 13 years of diverse experiences and qualifications:

- National & Regional Organizational Leadership
  - Parks and Recreation Management
  - Budget Development & Fiscal Management
  - Program Design & Delivery
  - Strategic Communications Planning
  - Project Management
  - Grant Research & Writing
  - Volunteer Recruitment & Management
  - Curriculum Development
  - Staff Development & Training
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### PROFESSIONAL EXPERIENCE

#### City of Miami Gardens

May 2005 to Present

##### **Director of Parks and Recreation**

Provide administrative direction and coordination to all phases of departmental operations such as, recreational programming, park planning and development, park safety and administrative services. Establish priorities to provide park and recreation services in an economical and efficient manner to meet community needs. Formulate departmental policies and direct diversified departmental operations.

#### Cool Kids Learn, Inc.

February 2004 to May 2005

##### **Executive Director**

Responsible for day-to-day operational management of this nonprofit with the mission of improving the academic achievement and life prospects of children in Dade and Broward counties by providing innovative learning opportunities during the crucial out-of-school hours. Increased the budget from \$24,000 in 2003 to \$2.55 million in 2004 by securing government contracts and grants. During the same time frame expanded operations from ten part-time employees to more than 50 year-round/100 seasonal employees and expanded from two school sites to operating 20 facilities.

Led efforts to expand CKL's services in convenient community locations including securing a \$1.8 million contract with the City of Miami Gardens to provide educational / recreational programming and parks management services at 15 parks and four pools.

- Secured additional grant funding for the city's comprehensive after-school and spring/summer camp programs, hosting approximately 1,000 children annually.
- Spearheaded the city's First and Second Annual Community Day events and Invitational Youth Basketball Tournament and played a major role in the success of the first annual Dr. Martin Luther King Jr. Holiday Celebration and 2004 Festival of Carols.
- Worked with local optimist clubs to coordinate youth sports activities.
- Ensured the inclusion of all interested residents in recreational activities. A model Seniors Program was developed at Buccaneer Park that will be duplicated in other strategic locations throughout the city.
- Coordinated maintenance of facilities and provided input to park capital improvement projects and natural resource management.

#### National Park Service, Everglades National Park

August 2003 to February 2004

##### **Park Ranger**

Served in the Interpretation and Education Department coordinating and communicating messages about the Comprehensive Everglades Restoration Plan to external audiences. Led the development of the *Newspapers in Education* series for use in public schools to highlight the effects Everglades restoration will have on the South Florida region socially, economically, and environmentally. Supplemental initiatives were conceptually created to include field study trips to Everglades National Park, family-oriented hands-on projects, and special events highlighting South Florida's natural treasures.

National Audubon Society (NAS), Florida State Office

September 1998 to August 2003

**Director of Education (2001 to 2003)**

Began as Public Affairs Associate for the NAS Everglades Conservation Office, and was selected for newly created position (State Education Coordinator) in the Florida State Office heading up all of NAS' educational initiatives. Led the development and implementation of several extremely successful, high-profile educational initiatives that resulted in a directorship position. Based on succession of accomplishments and effective leadership, was promoted to Director of Education position, interfacing directly with national leaders concerning national affairs.

Oversaw educational initiative, the most prominent function of NAS, for the entire state of Florida (Audubon of Florida was a \$6 million organization with five community nature centers). Managed a \$500K budget. Direct an education staff of 11 as well as several independent contractors. Managed fundraising initiatives and work closely with development team. Increased funding from \$185K in 1999 to \$500K in 2003.

- Represented Audubon and served as speaker on various regional, state and national panels and forums addressing diversity, outreach, education, and environmental initiatives.
- Served on National Task Force Committee formed to create *The 2020 Vision*, a book aimed to educate chapters and constituents in environmental education policies.
- Worked closely with Audubon's Policy Team in shaping legislative agenda.
- Served as a liaison for academic institutions and school districts ensuring quality and state compliance of Audubon's education programs.

**State Education Coordinator (1999 to 2001)**

Developed and coordinated a network of Florida Audubon Centers that served as community resources for education, recreation, research/science, and advocacy initiatives. Managed Audubon's environmental educational programs ensuring that programs met Florida Department of Education standards.

**African-American Outreach Coordinator (1999 to 2001)**

Identified a need to broaden Audubon's constituency, introduce diversity, and develop multi-cultural educational programs more closely aligned with South Florida's demographics. Pioneered development of the African-American Environmental Leadership Council. The Council has grown exponentially and today is a separate entity managed entirely by its membership.

- Assembled an advisory group of influential elected officials, agency heads, business owners, grassroots advocates, faith-based leaders and other professionals.
- Spearheaded and coordinated all phases of council's development from formation and early planning through involvement into a dynamic environmental commission.
- Council's outreach initiatives subsequently led to the development of speakers' bureau and environmental monitoring efforts.
- The "Council Concept" has become widely recognized and has been implemented by Audubon nationwide.



**Public Affairs Associate (1998 to 1999)**

Led development and implementation of organization's public affairs program for the Everglades Campaign Office designed to inform and involve constituencies in Everglades restoration issues as well as positioned Audubon as the environmental conservation leader.

- Developed relations with all media outlets and consistently gained prominent media placement.
- Served as spokesperson, representing Audubon's policies and positions on issues relating to Florida's natural resources.
- Created innovative programs to engage targeted communities in the Everglades restoration processes.
- Assisted in implementing education and fundraising activities and building awareness of Audubon throughout minority communities.

**USDA Forest Service, National Forests in Florida**

August 1991 to September 1998

**Public Affairs Specialist**

Began as co-op student in Public Affairs Division and was offered permanent position upon graduating from college. Managed all phases of state public affairs program including fiscal management, communications/publication development, media relations, outreach and educational programs, and manager/staff counseling.

- Planned and implemented expansive public affairs program for Florida's National Forests designed to garner community support and participation in natural resource management plans.
- Formed partnerships and strategic alliances and significantly improved high profile programs with very limited resources.
- Oversaw national educational initiatives including *Woodsy Owl* and *Smokey Bear* programs.
- Worked as a Firefighter and Public Affairs Specialist on numerous emergency natural disasters.
- As Spokesperson, managed communications and dissemination of information to media outlets, other government agencies, and the general public.

**The Zimmerman Agency**

1994

**Public Relations & Advertising Intern**

Pursued internship in a privately-held advertising agency to gain marketing experience that could be applied to Forest Service position. Secured prime radio and television coverage. Conducted research for media campaigns. Prepared media kits for distribution.

- Instrumental in development and implementation of several promotional campaigns for hotels, resorts, and tourist development councils. Clients included Marriott's Bay Point Resort, Ponte Vedra Beach, Edgewater Beach Hotel, and St. Johns Tourist Development Council / St. Augustine, Florida.

This instrument was prepared by:	
Name:	Robert D. Norris
Address:	Special District Services, Inc. 11000 Prosperity Farms Road, Suite 104 Palm Beach Gardens, FL 33410
(Space Reserved for Clerk)	

### DECLARATION OF RESTRICTIVE COVENANTS

**WHEREAS**, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

**WHEREAS**, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the **Majorca Isles** Community Development District (the "District") filed April 25, 2005, and approved pursuant to Ordinance No. \_\_\_\_\_ enacted by the Board on [insert month, day, and year] (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

**WHEREAS**, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the District to finance such capital costs until such bonds are retired (collectively, "Capital

Assessments”), and (2) the costs associated with (i) operations of the District including administration (“Operations Assessments”) and (ii) maintenance of public infrastructure by the District (“Infrastructure Maintenance Assessments”; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as “Administrative Assessments”); and

**WHEREAS**, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

**WHEREAS**, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

**NOW, THEREFORE**, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this “Declaration”):

**1. COVENANTS.**

1.1 Public Records Notice of Existence of District This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District’s boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a “Dwelling Unit”) written notice of the estimated annual Capital Assessments and Administrative Assessments (the “CDD Notice”) to be imposed on such

individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$SEE EXHIBIT B-TABLE 3. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$ SEE EXHIBIT B-TABLE 3 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$22,500 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT

WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$ SEE EXHIBIT B-TABLE 3. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$ SEE EXHIBIT B-TABLE 3 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$ SEE EXHIBIT B-TABLE 1 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: \_\_\_\_\_

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1.Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2.Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3.Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective

Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the

Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital



Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$ SEE EXHIBIT B-TABLE 3. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$ SEE EXHIBIT B-TABLE 3 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$ SEE EXHIBIT B-TABLE 3 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if

the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such

actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments

and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER OF PROPERTY IN [INSERT NAME OF COMMUNITY] WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE MAJORCA ISLES COMMUNITY DEVELOPMENT DISTRICT AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT SPECIAL DISTRICT SERVICES, INC., 11000 PROSPERITY FARMS ROAD, SUITE 104, PALM BEACH GARDENS, FL 33410; (561) 630-4922 OR TOLL FREE (877) 737-4922."

1.6 Inspection of District Records by County Representatives Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County

to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department (“WASD”), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners’ or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes

the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

**2. BENEFITS AND ENFORCEMENT.**

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and

disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the



Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. ELECTION OF REMEDIES.

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any

application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 1 day of August, 2006.

OWNER:

D. R. Horton, Inc.

By: Paul Romanowski, Vice President

Signature: [Signature]

Name:

Paul Romanowski

Title:

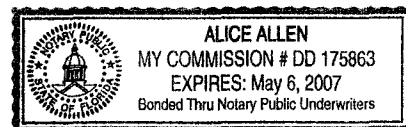
Vice President

Owner's Address: 1245 S. Military Trail, #100  
Deerfield Beach, FL 33442

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Paul Romanowski, the V. Pres.  
of D.R. Horton Inc., this 1 day of Aug, 2006 who is personally known  
to me or who produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida at Large  
Print Name: Alice Allen  
My commission expires: \_\_\_\_\_



**Exhibit A**  
**Legal Description**

See Attached Legal Description

# EXHIBIT "A"

A PORTION OF THE EAST  $\frac{1}{2}$  OF T. 51S. R. 41E. FLA., SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK I AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 12 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE S88°45'47"W ALONG THE NORTH LINE OF THE NORTHEAST 114 OF SAID SECTION 35 FOR 1868.82 FEET; THENCE S01°03'1'40"E FOR 99.69 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF N.W. 215<sup>TH</sup> STREET (COUNTY LINE ROAD ALSO KNOWN AS STATE ROAD NO. 852 PER STATE OF FLORIDA RIGHT OF WAY MAP SECTION NO. 87018-2501) BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED LANDS; THENCE CONTINUE S01°31'40"E ALONG THE WESTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 FOR 112.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY TO THE RIGHT ALONG SAID WESTERLY LINE OF THE CANAL RIGHT OF WAY BEING ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 48.14 FEET THROUGH A CENTRAL ANGLE OF 44°45'30" FOR AN ARC DISTANCE OF 37.61 FEET TO A POINT OF TANGENCY; THENCE S43°13'50"W ALONG SAID WESTERLY LINE OF THE CANAL RIGHT OF WAY FOR 13.85 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF N.W. 214<sup>TH</sup> STREET BEING A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY WHOSE RADIUS POINT BEARS N06°48'44"E FROM SAID POINT ON CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT ALSO BEING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF N.W. 214<sup>TH</sup> STREET, HAVING A RADIUS OF 1001.74 FEET THROUGH A CENTRAL ANGLE OF 03°03'38" FOR AN ARC DISTANCE OF 53.51 FEET TO A POINT ON THE TERMINUS OF SAID STREET; THENCE S09°52'22"W RADIAL TO THE PREVIOUS AND NEXT DESCRIBED COURSES AND BEING ALONG SAID TERMINUS OF SAID STREET FOR 80.00 FEET TO A POINT ON A CIRCULAR CURVE CONCENTRIC WITH THE LAST DESCRIBED CURVE BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID N.W. 214<sup>TH</sup> STREET; THE FOLLOWING FIVE (5) COURSES ARE ALONG THE NORTHERLY LINE OF TRACT "B", COUNTY LINE TOWER PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142 AT PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; (1) THENCE NORTHWESTERLY TO THE RIGHT ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1081.74 FEET THROUGH A CENTRAL ANGLE OF 03°01'41" FOR 57.17 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; (2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1869.86 FEET THROUGH A CENTRAL ANGLE OF 10°26'22" FOR AN ARC DISTANCE OF 340.69 FEET TO A POINT OF TANGENCY; (3) THENCE N87°32'19"W FOR 461.92 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHEASTERLY; (4) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1105.92 FEET THROUGH A CENTRAL ANGLE OF 26°56'40" FOR AN ARC DISTANCE OF 520.08 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHWESTERLY; (5) THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1185.92 FEET THROUGH A CENTRAL ANGLE OF 05°45'31" FOR AN ARC DISTANCE OF 119.19 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE EASTERLY WHOSE RADIUS POINT BEARS N70°33'32"E FROM SAID POINT, SAID POINT BEING ON THE PROPOSED EASTERLY

RIGHT OFWAY LINE OF N. W. 13<sup>TH</sup> COURT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE; (1) THENCE NORTHERLY ALONG THE ARC OF SAIL) CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET THROUGH A CENTRAL ANGLE OF 18°12'15" FOR AN ARC DISTANCE OF 222.41 FEET TO A POINT OF TANGENCY; (2) THENCE NO1 °14'13"W FOR 5621 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; (3) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY WITH THE SOUTHERLY RIGHT OF WAY LINE OF N.W. 215<sup>TH</sup> STREET ALSO KNOWN AS COUNTY LINE ROAD, STATE ROAD NO. 852 AND S.W. 41 STREET IN BROWARD COUNTY, FLORIDA; THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID SOUTHERLY RIGHT OF WAY LINE; (1) THENCE N88°45'47"E FOR 365.68 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHERLY; (2) THENCE EASTERLY TO THE RIGHT ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7589.44 FEET THROUGH A CENTRAL ANGLE OF 03°41'54" FOR AN ARC DISTANCE OF 489.88 FEET TO A POINT OF TANGENCY; (3) THENCE S87°32'19"E FOR 281.87 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHERLY; (4) THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 7689.44 FEET THROUGH A CENTRAL ANGLE OF 03°11'03" FOR AN ARC DISTANCE OF 42732 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION TRACT "B"**

A PORTION OF THE EAST ½ OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY-PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N53°17'59"E ALONG THE SOUTHEASTERLY LINE OF TRACTS "C" & "D" OF SAID LAKES OF TUSCANY PHASE ONE FOR 721.84 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT "D" ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N53°17'59"E, THE FOLLOWING (8) EIGHT COURSES BEING ALONG THE RIGHT OF WAY LINE OF N.W. 14TH PLACE AS SHOWN ON SAID LAKES OF TUSCANY PHASE ONE; (1) THENCE SOUTHEASTERLY ALONG A 440.00 FOOT RADIUS CURVE LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°45'03" FOR AN ARC DISTANCE OF 51.84 FEET TO A POINT OF REVERSE CURVATURE; (2) THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°36'27" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE SOUTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 246°36'36" FOR AN ARC DISTANCE OF 271.16 FEET TO THE POINT OF BEGINNING; (4) THENCE CONTINUE NORTHERLY AND NORTHWESTERLY ALONG SAID 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°27'06" FOR AN ARC DISTANCE OF 38.98 FEET TO A POINT OF REVERSE CURVATURE; (5) THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 43°43'04" FOR AN ARC DISTANCE OF 19.08 FEET TO A POINT OF COMPOUND CURVATURE; (6) THENCE NORTHWESTERLY ALONG A 380.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°47'13" FOR AN ARC DISTANCE OF 204.19 FEET TO A POINT OF COMPOUND CURVATURE; (7) THENCE NORTHEASTERLY ALONG A 2844.79 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°02'41" FOR AN ARC DISTANCE OF 1044.89 FEET TO A POINT OF COMPOUND CURVATURE; (8) THENCE NORTHEASTERLY ALONG A 460.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°10'31" FOR AN ARC DISTANCE OF 651.72 FEET TO A POINT OF TANGENCY; (9) THENCE N87°49'10"E FOR 20.24 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST AND WHOSE RADIUS POINT BEARS S 00°20'21"E; THE FOLLOWING (5) FIVE COURSES BEING ALONG THE EXTERIOR BOUNDARY OF TRACT "B", COUNTY LINE TOWER PLAT, AS RECORDED IN PLAT BOOK 142, PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, (1) THENCE SOUTHWESTERLY ALONG A 460.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°25'06" FOR AN ARC DISTANCE OF 452.96 FEET; (2) THENCE S77°53'40"E NONTANGENT TO THE PREVIOUSLY DESCRIBED CURVE FOR 841.13 FEET; (3) THENCE S20°16'57"E FOR 245.00 FEET; (4) THENCE S45°29'23"W FOR 1238.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS N66°15'32"E FROM SAID POINT ON CURVE; (5) THENCE SOUTHEASTERLY ALONG A 360.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°42'45" FOR AN ARC DISTANCE OF 186.69 FEET TO THE POINT OF BEGINNING.

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LEGAL DESCRIPTION - TRACT "E":

Y

A PORTION OF THE EAST ½ OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK I AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH ½ OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N53°17'59"E ALONG THE SOUTHEASTERLY LINE OF TRACT "C" OF SAID LAKES OF TUSCANY PHASE ONE FOR 73.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N53°17'59"E ALONG THE SOUTHEASTERLY LINE OF TRACTS "C" & "D" OF SAID LAKES OF TUSCANY PHASE ONE FOR 647.91 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT "D" ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N53°17'59"E; THENCE SOUTHEASTERLY ALONG THE BOUNDARY LINE NW 14th PLACE OF SAID LAKES OF TUSCANY PHASE ONE, ALSO BEING ALONG A 440.00 FOOT RADIUS CURVE LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 055°7'52" FOR AN ARC DISTANCE OF 45.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°09'36" FOR AN ARC DISTANCE OF 34.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A 150.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 57°01'44" FOR AN ARC DISTANCE OF 149.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 162°9'26" FOR AN ARC DISTANCE OF 19.28 FEET; THENCE S03°02'35"E FOR 100.07 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 48.69 FEET; THENCE S86°57'25"W FOR 508.29 FEET TO THE POINT OF BEGINNING.

TRACT "F":

A PORTION OF THE EAST 1/2 OF T.51S.R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N53°17'59"E ALONG THE SOUTHEASTERLY LINE OF TRACTS "C" & "D" OF SAID LAKES OF TUSCANY PHASE ONE FOR 721.84 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT "D" ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N53°17'59"E, THENCE SOUTHEASTERLY ALONG A 440.00 FOOT RADIUS CURVE LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°45'03" FOR AN ARC DISTANCE OF 51.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°36'27" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 112°40'08" FOR AN ARC DISTANCE OF 123.89 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID CURVE NORTHERLY AND NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 133°56'28" FOR AN ARC DISTANCE OF 147.28 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N36°32'47"E; THE FOLLOWING (6) SIX COURSES BEING ALONG THE EXTERIOR BOUNDARY OF TRACT "B", COUNTY LINE TOWER PLAT, AS RECORDED IN PLAT BOOK 142, PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE SOUTHEASTERLY ALONG A 360.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°20'49" FOR AN ARC DISTANCE OF 278.64 FEET TO A POINT OF TANGENCY; (2) THENCE N82°11'58"E FOR 339.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET THROUGH A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 413.64 FEET TO A POINT OF TANGENCY (4) THENCE S67°48'02"E FOR 90.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHEASTERLY; (5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE LEFT, HAVING A RADIUS OF 1233.24 FEET THROUGH A CENTRAL ANGLE OF 20°30'00" FOR AN ARC DISTANCE OF 441.24 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHERLY; (6) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE LEFT, HAVING A RADIUS OF 2824.79 FEET THROUGH A CENTRAL ANGLE OF 03°22'38" FOR AN ARC DISTANCE OF 166.50 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 FOR 38.80 FEET; THENCE S86°57'25"W FOR 1734.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE 90°00'00" FOR AN ARC DISTANCE OF 48.69 FEET; THENCE N03°02'35"W FOR 95.52 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°35'20" FOR AN ARC DISTANCE OF 46.29 FEET; THENCE N36°32'45"E FOR 47.03 FEET TO A POINT



TRACT "I"

A PORTION OF SECTION 35 OF TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF NEWMAN'S SURVEY, RECORDED IN PLAT-BOOK 1, AT PAGE 118 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE N87°26'57"E ALONG THE SOUTHERLY LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 415.69 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF HOMESTEAD EXTENSION OF FLORIDA TURNPIKE; THENCE N02°31'06"W ALONG THE SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.00 FEET; THENCE N87°26'55"E ALONG A LINE 220.00 FEET NORTH WITH AND PARALLEL TO THE SOUTH LINE OF THE N. W. 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 2480.09 FEET; THENCE N02°33'30"W FOR A DISTANCE OF 162.26 FEET TO THE POINT OF BEGINNING, THENCE

CONTINUE N02°33'30"W FOR A DISTANCE OF 137.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 346.00 FEET AND A CENTRAL ANGLE OF 25°25'05", FOR AN ARC DISTANCE OF 153.30 FEET; THENCE N02°26'58"W FOR A DISTANCE OF 71.71 FEET; THENCE N56°13'50"E FOR A DISTANCE OF 599.00 FEET; THENCE N74°33'45"E FOR A DISTANCE OF 362.38 FEET TO A NON-TANGENT POINT OF A CIRCULAR CURVE, SAID POINT BEARS N83°00'11"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 591.00 FEET AND A CENTRAL ANGLE OF 04°19'46", FOR AN ARC DISTANCE OF 44.66 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 60°24'42", FOR AN ARC DISTANCE OF 26.36 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 150°45'26", FOR AN ARC DISTANCE OF 165.77 FEET TO A POINT OF TANGENCY; THENCE S87°40'41"E FOR A DISTANCE OF 21.00; THENCE S02°19'19"W FOR A DISTANCE OF 137.92 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 418.00 FEET AND A CENTRAL ANGLE OF 74°25'20", FOR AN ARC DISTANCE OF 542.95 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2862.79 FEET AND A CENTRAL ANGLE OF 10°07'31", FOR AN ARC DISTANCE OF 505.91 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINS 10.23 ACRES MORE OR LESS.

BLOCK 1:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S02°31'06"E ALONG THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, STATE ROAD NO. 91, ALSO KNOWN AS THE SUNSHINE STATE PARKWAY FOR 100.05 FEET; THENCE N87°26'51"E ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 127.27 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PORTION OF LAND; THENCE N02°33'03"W FOR 100.11 FEET; THENCE N86°57'25"E FOR 2280.88 FEET; THENCE S02°33'03"E ALONG THE WESTERLY CANAL RIGHT OF WAY LINE PER OFFICIAL RECORDS BOOK 8648, PAGE 1247 FOR 119.64 FEET; THENCE S87°26'51"W ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 35 AND SAID NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 2280.80 FEET TO THE POINT OF BEGINNING.

BLOCK 2:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE

COUNTY, FLORIDA; THENCE S87°26'51"W ALONG THE NORTHERLY LINE OF THE CANAL RIGHT OF WAY FOR 330.69 FEET; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 120.25 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST AND WHOSE RADIUS POINT BEARS N03°07'19"W; THENCE NORTHEASTERLY ALONG A 2904.79 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°32'28" FOR AN ARC DISTANCE OF 331.62 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF SAID TRACT "A" FOR 142.44 FEET TO THE POINT OF BEGINNING.

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

\_\_\_\_ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the [insert name of community] (the "**Development**") are also located within the boundaries of the [insert name of the District] Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

\_\_\_\_ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$See Exhibit B-Table 2 (approximately \$ See Exhibit B-Table 2 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed

thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [30 years] is approximately \$ See Exhibit B-Table 3.

\_\_\_\_ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_ PURCHASER'S INITIALS

**PURCHASER:**

**PURCHASER:**

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

① Adele

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

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**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 13 day of June, 2006.

Witness

By:

CHRISTOHER L. MCGHIE

Witness

By:

CHERYL MCGHIE

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Christopher L. McGhie, and Cheryl McGhie of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

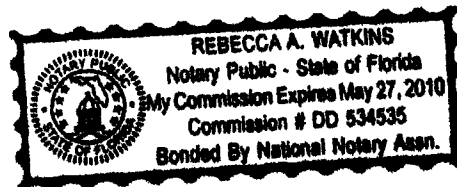
Witness my hand and official seal in the County of Miami Dade and State of Florida this 31st day of March, 2006.

Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



Condominium Unit No. 1, Building No. 5, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.



#1

Kadeel Oladele  
lot# 5, BIK#5

460/5/5

Exhibit B**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

R20

PURCHASER'S INITIALS

SV 3.27.06

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

R20

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

R20

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

R20

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

R20

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

R20

PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

R20

PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

R20

PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

R20

PURCHASER'S INITIALS

PURCHASER:

Rasheed Oladele

Print Name: Rasheed Oladele

Date: 04/30/05

PURCHASER:

Print Name:

Date:

PURCHASER:

Print Name:

Date:

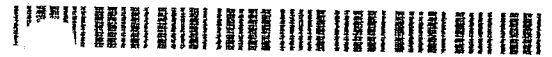
PURCHASER:

Print Name:

Date:

(#2)

Valerie S. Harper  
Sonia Reyes  
Lot # 2, BIK # 4



CFN 2006R0583255  
DR Bk 24573 Pgs 3142 - 3144 (3pgs)  
RECORDED 05/30/2006 10:57:55  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

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**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 31<sup>st</sup> day of March, 2006.

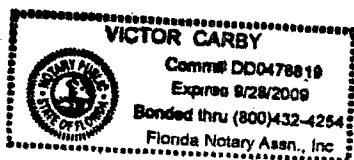
Sara Yebber  
Witness **SARA YEBBER**  
Rebecca Watkins  
Witness Rebecca Watkins

By: Valerie Harper  
By: Sonia Reyes

STATE OF Florida  
COUNTY OF MIAMI-DADE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared VALERIE HARPER, and SONIA REYES of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of MIAMI-DADE and State of Florida this 31 day of MARCH, 2006.



Victor Carby  
Notary Public VICTOR CARBY

Personally known: SONIA REYES AND VALERIE HARPER  
Produced Identification: FLORIDA DRIVER'S LICENSE  
Type of Identification: \_\_\_\_\_

VALERIE HARPER FL. DA LICENSE  
# H616-877-50 811-0

SONIA FL DA LICENSE  
# Q200-780-76-531-0

OH

Condominium Unit No. 2, Building No. 4, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

460/2/4

# Exhibit B

## CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
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**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

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Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$ 9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

ja. @ VH PURCHASER'S INITIALS

SV 3.27.06

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

Ja. SW VH PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

SW Ja. VH PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

SW Ja. VH PURCHASER'S INITIALS

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SW Ja. VH PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and



imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

EW JA VH PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

EW JA VH PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

EW JA VH PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

EW JA VH PURCHASER'S INITIALS

PURCHASER:

Jonelle Adderley  
Print Name: Jonelle Adderley  
Date: 7-26-05

PURCHASER:

Sonia Reyes  
Print Name: Sonia Reyes  
Date: 7/26/05

PURCHASER:

Valerie Harper  
Print Name: Valerie Harper  
Date: 7-26-05

PURCHASER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

(#3)

Daniel Rosario  
Lot#1  
BK#4

CFN 2006R0634384 DR L 4617 Pgs 0180 - 1821 (3pgs)  
RECORDED 06/10/2006 13:28:15  
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 7th day of April, 2006.

Rebecca Watkins  
Witness **REBECCA A. WATKINS**

By: David Rosario 4/7/06  
**DAVID ROSARIO**

Gayon Gilbert  
Witness **GAYON GILBERT**

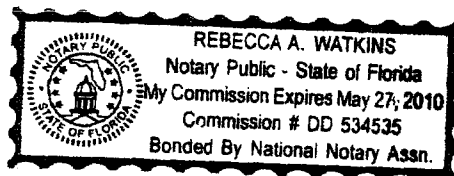
By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared David Rosario, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 7th day of April, 2006.

Rebecca Watkins  
Notary Public



Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

Condominium Unit No. 1, Building No. 4, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

460/1/4

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83


**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

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Single Family Residential	\$11,047	\$25,500

 PURCHASER'S INITIALS

503-27-06


1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

  
PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

  
PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

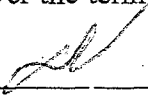
  
PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

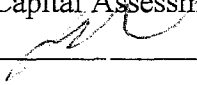
  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

 PURCHASER'S INITIALS

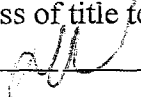
3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

 PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 PURCHASER'S INITIALS

**PURCHASER:**

**PURCHASER:**

Print Name: David Rosario

Print Name: \_\_\_\_\_

Date: 8/11/05

Date: \_\_\_\_\_

**PURCHASER:**

**PURCHASER:**

Print Name: \_\_\_\_\_

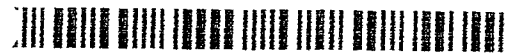
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(#4)

Santania Desenvil  
Lot # 4, Bk # 4



CFN 2006R0673207  
OR Bk 24649 Pgs 2435 - 2437 (3pgs)  
RECORDED 06/20/2006 14:04:30  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.



Executed this 7 day of 19, 2006.

Alan Pawloff  
Witness

\_\_\_\_\_  
Witness

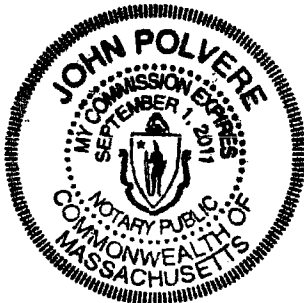
By: Saintania Desrosiers

By: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared SAINTANIA DESROSIER, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of NORFOLK and State of MA this 19th day of APRIL, 2006.



[Signature]  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: MDL  
Type of Identification: MDL

**JOHN POLVERE**  
Notary Public  
My Commission Expires Sept. 1, 2011

Condominium Unit No. 4, Building No. 4, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

460/4/4

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500


 PURCHASER'S INITIALS

SV 3-27-06

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

\_\_\_\_\_  
PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_\_  
PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.


\_\_\_\_\_  
PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

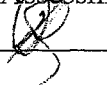
\_\_\_\_\_  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and


imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

 S.D. PURCHASER'S INITIALS

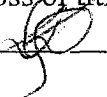
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 S.D. PURCHASER'S INITIALS

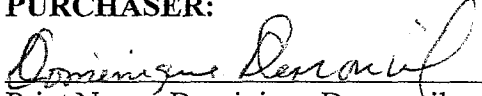
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 S.D. PURCHASER'S INITIALS

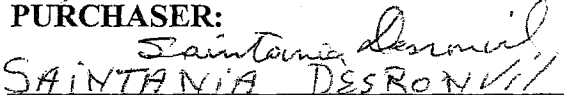
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 S.D. PURCHASER'S INITIALS

PURCHASER:

  
Print Name: Dominique Desronvil  
Date: 7-26-05

PURCHASER:

  
Print Name: Saintania Desronvil  
Date: 7-26-05

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PURCHASER:

SAINTANIA DESRONVIL  
Print Name: \_\_\_\_\_  
Date: 7-26-05

(#5)

Leonel Cherry  
Elouche Cherry  
Lot #5, BIK #4

CFN 2006R0586022  
OR Bk 24575 Pgs 4745 - 4747 (3pgs)  
RECORDED 05/30/2006 15:55:14  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

Sold to  
Leslie Eugene

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 17 day of April, 2006.

Rebecca Watkins  
Witness

CA G. G. G. G. G.  
Witness

By: Leonel Chery  
LEONEL CHERY

By: Eloude Chery  
ELOUDE CHERY

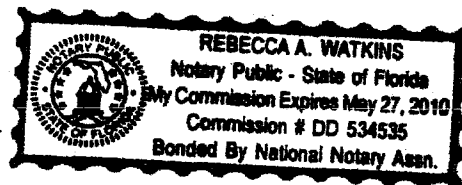
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared LEONEL CHERY AND ELOUDE CHERY, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami-Dade and State of FL,  
this 17th day of April, 2006.

Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_



Condominium Unit No. 5, Building No. 4, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.



460/5/4

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

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LC EC PURCHASER'S INITIALS

SV 3.27.06

(17

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Le EC

PURCHASER'S INITIALS

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Le EC

PURCHASER'S INITIALS

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Le EC

PURCHASER'S INITIALS

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Le EC

PURCHASER'S INITIALS

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LC EC PURCHASER'S INITIALS

PURCHASER:

LEONEL CHERY  
Print Name: Leonel Chery  
Date: 7-27-05

PURCHASER:

Eloude Chery  
Print Name: Eloude Chery  
Date: 7/27/05

PURCHASER:

LEONEL CHERY  
Print Name: LEONEL CHERY  
Date: 7-27-05

PURCHASER:

Eloude Chery  
Print Name: Eloude Chery  
Date: 7/27/05

JUN 12 2006 3:00PM

DHI TITLE  
#6 McGhie  
L1 B5"



CFN 2006R0661901  
OR Ek 24640 Pgs 3228 - 32301 (3pgs)  
RECORDED 06/16/2006 18:38:23  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 13 day of June, 2006.

Witness

By:

CHRISTOHER L. MCGHIE

Witness

By:

CHERYL MCGHIE

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Christopher L. McGhie and Cheryl McGhie of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

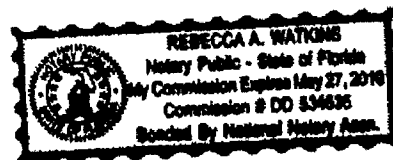
Witness my hand and official seal in the County of Miami Dade and State of Florida this 31st day of March, 2006.

Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



Condominium Unit No. 1, Building No. 5, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida

(115-062300060-023.PFD/115-062300060-023/75)

(6)

Christopher McWhie  
Cheryl McWhielot# 1  
Blk# 5

460/1/5

Exhibit B**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).


Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

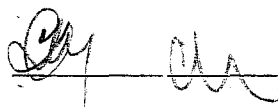
Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$ 9,561	\$22,500
Single Family Residential	\$11,047	\$25,500



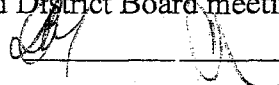
PURCHASER'S INITIALS

SV 3.27.06

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

 PURCHASER'S INITIALS

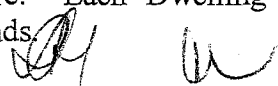
2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

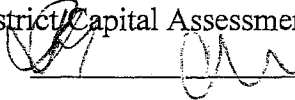


imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.



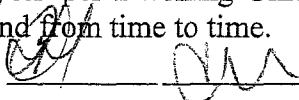
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.



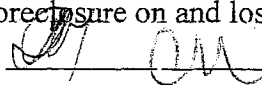
PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.



PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.



PURCHASER'S INITIALS

PURCHASER:

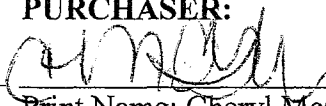


Print Name: Christopher McGhie

Date: 7/22/05

PURCHASER:

PURCHASER:



Print Name: Cheryl McGhie

Date: 7/24/05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

17

Walter Joseph

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

Michael C. Eckert, Esq.  
HOPPING GREEN & SAMS, P.A.  
123 South Calhoun Street  
Post Office Box 6526  
Tallahassee, Florida 32314

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 18 day of April, 2006.

Witness

By:

Valerie Joseph  
Valerie Joseph

Witness

By:

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Valerie Joseph, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 18 day of April, 2006.



Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

ASSIGNMENT OF EXCLUSIVE USE OF PARKING SPACE(S)

WHEREAS, in accordance with the terms of the Declaration of Condominium of Majorca Isles I, ("Condominium"), recorded in Official Record Book 24378, Page 2858 of the Public Records of Miami-Dade County, Florida ("Declaration"), D.R. Horton, Inc., a Delaware corporation ("Developer") has the right to designate and assign automobile parking spaces situated on the Condominium Property as Limited Common Elements; and

205 WHEREAS, the undersigned unit owner ("Unit Owner") has acquired Unit 205 (the "Unit") in the Condominium; and

WHEREAS, in accordance with the Declaration, Unit Owner hereby desires to acquire and have assigned thereto, the exclusive use of a Parking Space(s) from the Developer.

NOW, THEREFORE, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective herewith, Developer hereby assigns to the Unit Owner the exclusive use of the following Parking Space(s):

Parking Space Number 53

2. This Assignment of Exclusive Use of Parking Space(s) is for the exclusive use within the Condominium only. The Assigned Parking Space(s) shall be maintained, occupied and transferred in accordance with the provisions of the Declaration.

3. This Assignment shall be noted in the records of Developer and the Association.

THIS ASSIGNMENT dated this 18<sup>th</sup> day of \_\_\_\_\_, 200 6

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:

D.R. HORTON, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Authorized Agent of Seller

(SEAL)

UNIT OWNER(S):

Dale M. Jones  
\_\_\_\_\_

THIS INSTRUMENT MAY NOT BE RECORDED

#8

Samir S. Gati  
Aparita S. Gati  
Lot # 3, B/K #5

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of, all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 21 day of June, 2006.

Witness SARA YEBER

Witness Rebecca Watkins

REBECCA A. WATKINS

By: SAMIR JYOTI

By: Arpita Jyoti

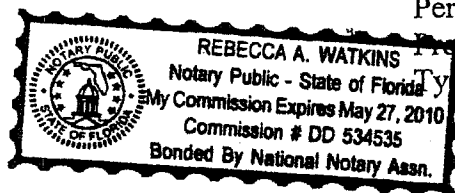
STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared SAMIR JYOTI and ARPITA JYOTI of MIAMI-DADE COUNTY FL. who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 21 day of June, 2006.

Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_



Condominium Unit No. 3, Building No. 5, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

① Peterson



CFN 2006R0635732  
DR Bk 24618 Pgs 0427 - 429; (3pgs)  
RECORDED 06/12/2006 09:11:29  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**This Instrument Prepared by  
and return to:**

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.



2

Capital Assessments

Enclosure on and to

Date:

460/1/6

Executed this 31<sup>st</sup> day of March, 2006.

GAYON GILBERT  
Witness

By: Elvin L. Peterson  
Elvin L. Peterson

MARIA GRACAS ANDRADE  
Witness MARIA GRACAS ANDRADE  
By: Arlene A. Lewis-Peterson  
Arlene A. Lewis-Peterson

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Elvin L. Peterson, and Arlene A. Lewis-Peterson of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami-Dade and State of Florida this 31st day of March, 2006.



Maria Gracas Andrade  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: Driver's license

Condominium Unit No. 1, Building No.6, of MAJORCA ISLES 1,  
a Condominium, according to the declaration thereof as recorded  
in Official Records Book 24378, Page 2977, amended in Official  
Records Book 24471, Page 1880 of the Public Records of Miami-Dade  
County, Florida.

⑪ Square 2



CFN 2006R0595115  
OR Bk 24584 Pgs 0540 - 542; (3pgs)  
RECORDED 06/01/2006 13:31:39  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**This Instrument Prepared by  
and return to:**

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 31st day of March, 2006.

Rebecca A. Watkins  
Witness Rebecca A. Watkins  
\_\_\_\_\_  
Witness

By: Mahalia Metts-Suarez  
Mahalia Metts-Suarez  
By: \_\_\_\_\_

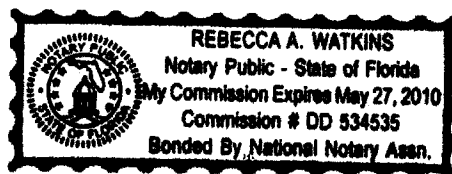
STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Mahalia Metts-Suarez, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 31st day of March, 2006.

Rebecca A. Watkins  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_



Condominium Unit No. 3, Building No. 6, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

(#12)

Laura La Matthews  
Lot #4, BIK #6.

Matthews

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.



Executed this 26 day of June, 2006.

Rebecca Watkins  
Witness

\_\_\_\_\_  
Witness

By: Tawanda C. Matthews

By: \_\_\_\_\_

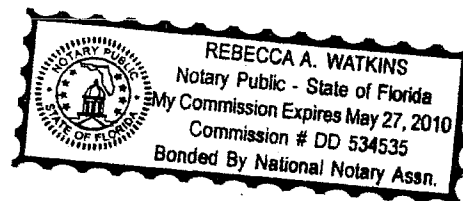
STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Tawanda C. Matthews, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of FL this 26 day of June, 2006.

Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_



Condominium Unit No. 4, Building No. 6, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

(#13)

Country Bayne  
Lot #5, BIK #6.

CFN 2006R0582794  
DR Bk 24573 Pgs 1138 - 1140 (3pgs)  
RECORDED 05/30/2006 10:09:37  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th Street, Suite 102  
Doral, FL 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 19 day of April, 2006.

Rebecca A. Watkins  
Witness

By: [Signature]  
Courtney D. Boyne

Quinn Gray Bullock  
Witness

By: \_\_\_\_\_

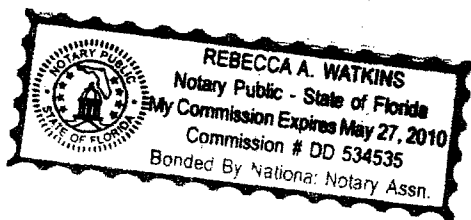
STATE OF Florida  
COUNTY OF Hami. Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Courtney D. Boyne, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Hami. Dade and State of Florida this 19 day of April, 2006.

Rebecca A. Watkins  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: Driver's license  
Type of Identification: \_\_\_\_\_



Condominium Unit No. 5, Building No. 6, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

460/5/6

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500


PURCHASER'S INITIALS

SV 3.27.06

146

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

CB

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

CB

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

CB

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

CB

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

CB

PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

CB

PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

CB

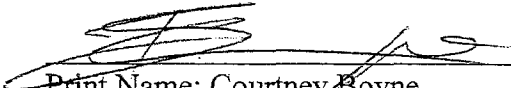
PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

CB

PURCHASER'S INITIALS

PURCHASER:

  
Print Name: Courtney Boyne  
Date: Aug 8-05

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



(#14)

Algie Thomas  
Not # 1, BIK #7

CFN 2006R0583125  
OR Bk 24573 Pgs 2599 - 26011 (3pgs)  
RECORDED 05/30/2006 10:44:28  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

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**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 5<sup>th</sup> day of April, 2006.

Rebecca Watkins  
Witness Rebecca Watkins

Gayon Gilbert  
Witness Gayon Gilbert

By: Algie Thomas  
ALGIE THOMAS

By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Algie Thomas, and \_\_\_\_\_ of MADEIRA ELSES I, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

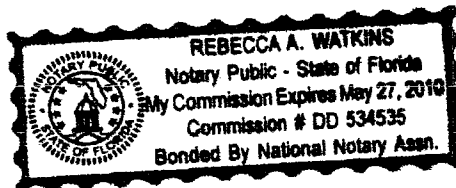
Witness my hand and official seal in the County of Miami-Dade and State of Florida this 5<sup>th</sup> day of April, 2006.

Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



Condominium Unit No. 1, Building No. 7, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
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Single Family Residential	\$11,047	\$25,500

AT

PURCHASER'S INITIALS

152

SV 3-27-06

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

AT

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

AT

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

AT

PURCHASER'S INITIALS

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AT

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

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AT

PURCHASER'S INITIALS

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AT

PURCHASER'S INITIALS

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AT

PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

AT

PURCHASER'S INITIALS

PURCHASER:

*Algie Thomas*

Print Name: Algie Thomas

Date: 7-28-05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

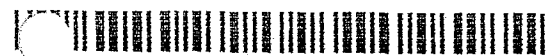
PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

(#15)

Adedokun  
Amos Adedokun  
lot #2, BIK #7



CFN 2006R0582720  
OR Bk 24573 Pgs 0798 - 8007 (3pgs)  
RECORDED 05/30/2006 09:59:02  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 3 day of April, 2006.

Witness Am Deenan

By: Amos E. Adedokun  
AMOS E. ADEDOKUN

Witness

By: \_\_\_\_\_

STATE OF ~~FLORIDA~~  
COUNTY OF ~~BROWARD~~

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared AMOS G. ADEDOKUN, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Duval and State of Florida  
this 7 day of April, 2006.

**A. M. Duran**  
Commission # DD281065  
Expires February 27 2008  
Bonded Troy Fain - Insurance, Inc. 800-395-7019

  
\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: ✓  
Type of Identification: Drivers Lic.



Condominium Unit No. 2, Building No. 7, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

100/617

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

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Condos	\$9,561	\$22,500
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AA - PURCHASER'S INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

AA

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

AA

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

AA

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

AA

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

AA

PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

AA

PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$141.96** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

AA

PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

AA

PURCHASER'S INITIALS

PURCHASER:

Amos Adedokun

Print Name: Amos Adedokun  
Date: 08/05/05

PURCHASER:

Print Name:   
Date:

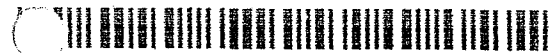
PURCHASER:

Print Name:   
Date:

PURCHASER:

Print Name:   
Date:

#16  
W. Miller  
Kend H. Miller  
Lot # 3, BIK # 7



CFN 2006R0575862  
OR Bk 24567 Pgs 0030 - 321 (3pgs)  
RECORDED 05/25/2006 14:03:50  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 10 day of May, 2006.

Rebecca Watkins  
Witness

[Signature]  
Witness

By: [Signature] 5/10/06  
WINTERTON MILLER

By: [Signature] 5/10/06  
KIVE N. MILLER

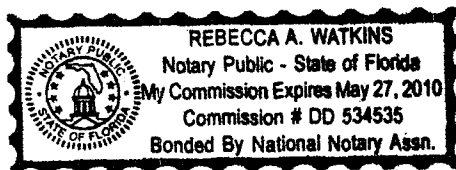
STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Winterton Miller and Kive N. Miller, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 10th day of May, 2006.

Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_



Condominium Unit No. 3, Building No. 7, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

DR BK 24567 PG 0032  
LAST PAGE

TOU/3/f

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

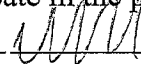
 PURCHASER'S INITIALS



1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

\_\_\_\_\_  
 PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_\_  
 PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_\_  
 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_\_  
 PURCHASER'S INITIALS

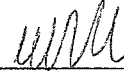
3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.



PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.



PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.



PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.



PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: Winterton Miller

Date: 7 30 05

Print Name: Winterton Miller

Date: 7 30 05

PURCHASER:

PURCHASER:

Print Name: Winterton Miller

Date: 7 30 05

Print Name: Winterton Miller

Date: 7 30 05

#17

Susan Thomas  
lot # 4, BIK # 7

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

Michael C. Eckert, Esq.  
HOPPING GREEN & SAMS, P.A.  
123 South Calhoun Street  
Post Office Box 6526  
Tallahassee, Florida 32314

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 24 day of April, 2006.

Rebecca A. Watkins  
REBECCA A. WATKINS  
Witness  
\_\_\_\_\_  
Witness

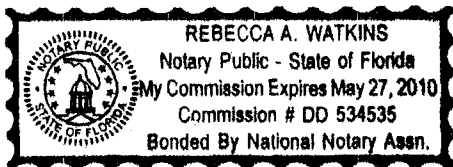
By: Susan F. Thomas  
By: \_\_\_\_\_

STATE OF FL.  
COUNTY OF Hami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Susan F. Thomas, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Hami Dade and State of Florida this 24 day of April, 2006.

Rebecca A. Watkins  
Notary Public



Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received, or as to plans and specifications, made available for inspection:

Name of Condominium: Majorca Isles I, a Condominium

Address of Condominium: 21405 N.W. 13 Court  
Miami, Florida 33169

Attached are copies of the amendment to prospectus and an accompanying state approval letter. We are required by law to inform you that these new condominium documents replace the previous set you received. If any of the amendments to the documents materially alter or modify the offering in a manner that is adverse to you, the purchaser, a fifteen (15) day voidability period applies to you. Please keep these documents for your records in a safe place.

Document	Received	By Alternative Media
Amendment to Prospectus	X	

BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S HEREBY AGREE TO WAIVE THE 15 DAY VOIDABILITY PERIOD AND CLOSE THIS TRANSACTION.

Executed this 4 day of April, 2006

PURCHASER(S)

Name: Susan F. Thomas 4/4/06

Name: \_\_\_\_\_

FTL\_DB: 972145\_1

(#18)

Andrew Shaw  
Carmela Lema

This space reserved for use  
Clerk of the Circuit Court



CFN 2006RD673266  
DR BK 24649 Pgs 2689 - 2701; (3pgs)  
RECORDED 06/20/2006 14:10:17  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th Street, Suite 102  
Doral, FL 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 5th day of June, 2006.

Rebecca A. Watkins  
Witness

By: [Signature]  
Carmela T. Lennon

[Signature]  
Witness

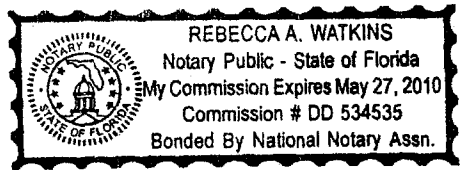
By: [Signature]  
Andrew O. Shaw

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Carmela T. Lennon and Andrew O. Shaw, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami-Dade and State of Florida this 5th day of June, 2006.

Rebecca A. Watkins  
Notary Public

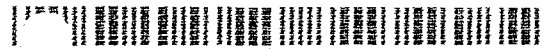


Personally known: \_\_\_\_\_  
Produced Identification: ✓  
Type of Identification: \_\_\_\_\_

Condominium Unit No. 1, Building No. 8, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.



#19

Doris L. Sanchez  
Lot # 2, Blk # 8CFN 2006R0613715  
DR Bk 24599 Pgs 4181 - 4183 (3pgs)  
RECORDED 06/07/2006 08:11:44  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 31<sup>st</sup> day of March, 2006.

Rebecca Watkins  
Witness Rebecca Watkins

By: Doris Sanchez  
DORIS SANCHEZ

Maria G. Andreola  
Witness MARIA G Andreola

By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Doris Sanchez, and \_\_\_\_\_ of 1, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

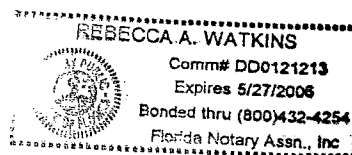
Witness my hand and official seal in the County of Miami Dade and State of Florida this 31<sup>st</sup> day of March, 2006.

Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

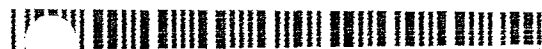
Type of Identification: \_\_\_\_\_



Condominium Unit No. 2, Building No. 8, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977; amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

#20

Brammick Rusdel  
3/8



CFN 2006R0662096  
OR Bk 24640 Pgs 4479 - 4481 (3pgs)  
RECORDED 06/17/2006 07:55:18  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 28 day of April, 2006.

Sara Yeeber  
Witness SARA YEEBER

Lisa Bernadette Cruz  
Witness

By:

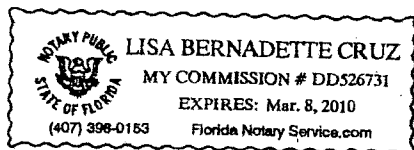
Brannock K. Rudd.

By:

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared BRANNOCK K. RUDD, and \_\_\_\_\_ of MAJORCA ISLES, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of MIAMI-DADE and State of Florida this 28 day of APRIL, 2006.



Lisa Bernadette Cruz  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: Driver Licence

Condominium Unit No. 3, Building No. 8, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

# 21  
Stella Janesca  
lot 4/8

**This Instrument Prepared by  
and return to:**

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126



CFN 2006RD659568  
DR Bk 24638 Pgs 3214 - 3216 (3pg)  
RECORDED 06/16/2006 12:44:39  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 09 day of June, 2006.

Witness

By:

Stella Fonseca

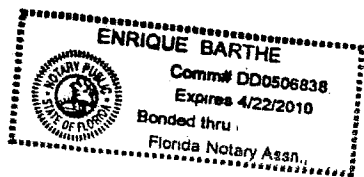
Witness

By:

STATE OF FLORIDA  
COUNTY OF Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared STELLA FONSECA, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Dade and State of FLORIDA this 09 day of JUNE, 2006.



[Signature]  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: X

Type of Identification: FL DRIV. LIC.



Condominium Unit No.4, Building No.8, of MAJORCA ISLES I, a  
Condominium, according to the declaration thereof as recorded  
in Official Records Book 24378, Page 2977, amended in Official  
Records Book 24471, Page 1880 of the Public Records Of Miami-Dade  
County, Florida.

#21 Stula 7/1/08  
 Lot 4/8

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District)

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

5F PURCHASER'S INITIALS

1. The District All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District") The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County") The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure")

OF

\_\_\_\_\_  
PURCHASER'S INITIALS

2. The District Board The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

OF

\_\_\_\_\_  
PURCHASER'S INITIALS

3. District Finance and Assessments The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

OF

\_\_\_\_\_  
PURCHASER'S INITIALS

3.1 District Capital Assessments The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

SF

\_\_\_\_\_  
PURCHASER'S INITIALS

3.2 Amount The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500

SF \_\_\_\_\_ PURCHASER'S INITIALS

3.3 Prepay Option Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

SF \_\_\_\_\_ PURCHASER'S INITIALS

3.4 District Administrative Assessments In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments") Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

SF \_\_\_\_\_ PURCHASER'S INITIALS

3.5 District Assessments District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

SF \_\_\_\_\_ PURCHASER'S INITIALS

PURCHASER:



PURCHASER:

Print Name: Stella Fonseca  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PURCHASER:

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 31 day of March, 2006.

[Signature]  
Witness

[Signature]  
Witness

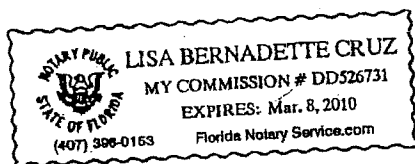
By: W. Sanguintin 03/31/2006

By: Katia M. Sanguintin 03/31/2006

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared William E. Sanguintin & Katia M. Sanguintin and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Dade and State of Florida this 31 day of March, 2006.



Lisa Bernadette Cruz  
Notary Public Lisa Bernadette Cruz

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Condominium Unit No. 5, Building No. 8, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

460/5/12

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$ 9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

W. S. K. S. PURCHASER'S INITIALS

SV 3.27.06

88



1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

W. S. K. S. PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

W. S. K. S. PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

W. S. K. S. PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

W. S. K. S. PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

W. S. K. S. PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

W. S. K. S. PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$141.96** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

W. S. K. S. PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

W. S. K. S. PURCHASER'S INITIALS

PURCHASER:

W. Sanguintin  
Print Name: William Sanguintin  
Date: 07/25/05

PURCHASER:

Katia Sanguintin  
Print Name: Katia Sanguintin  
Date: 07/25/05

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

(#23)

Harfield Riley  
1/9

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th Street, Suite 102  
Doral, Fl 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

191

Executed this 19 day of May, 2006.

Rebecca Watkins

Witness

By: Garfield A. Riley

Joanna V. Gendler

Witness

By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Garfield A. Riley, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

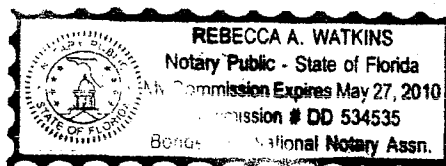
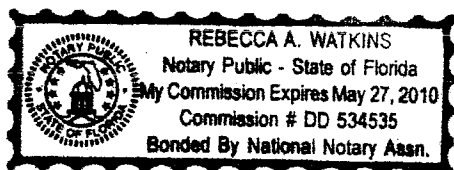
Witness my hand and official seal in the County of Miami and State of Florida this 19 day of May, 2006.

Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



Condominium Unit No. 1, Building No. 9, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

(14)  
#24

Jason P. Gilbert  
Andrea G. Gilbert  
Myra S. Gilbert  
Arnold V. Gilbert  
lot # 2, BIK #9

CFN 2006R0583073  
DR Bk 24573 Pgs 2396 - 2398 (3pgs)  
RECORDED 05/30/2006 10:40:01  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

Michael C. Eckert, Esq.  
HOPPING GREEN & SAMS, P.A.  
123 South Calhoun Street  
Post Office Box 6526  
Tallahassee, Florida 32314

### Consent and Joinder of Landowners to Establishment of a Community Development District

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 5th day of April, 2006:

[Signature]  
JASON P GILBERT

By: [Signature] POA  
ANDREA G. GILBERT BY ARNOLD V GILBERT POA

[Signature]  
Witness Am Durva - WITNESS

By: [Signature]  
ARNOLD V GILBERT

[Signature]  
Witness Grayson Gilbert

[Signature]  
MYRNA S GILBERT

STATE OF Florida  
COUNTY OF Miami Dade

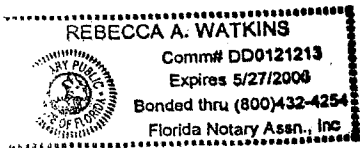
I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Jason P. Gilbert, Myrna S. Gilbert, Arnold V. Gilbert and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 5th day of April, 2006.

\*for himself and for Andrea G. Gilbert as attorney in fact.

[Signature]  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_



Condominium Unit No. 2, Building No. 9, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.



**Exhibit B****CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**


Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

*J. D. B.*

PURCHASER'S INITIALS


SV 3.27.06

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

J.S. 

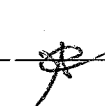
PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

J.S. 

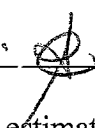
PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

J.S. 

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

J.S. 

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

*J.S.*

PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

*J.S.*

PURCHASER'S INITIALS

? Addition / Assessment ?

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

*J.S.*

PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

*J.S.*

PURCHASER'S INITIALS

PURCHASER:

*J. P. Gilbert*  
Print Name: Jason Gilbert  
Date: 7/29/05

PURCHASER:

*ANDREA GILBERT*  
Print Name: Andrea Gilbert  
Date: 7/29/05

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

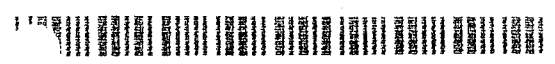
PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

#25 Joseph P. Calvert

Tikinia A. McPhail Calvert

lot #4  
BK#9



CFN 2006R0574900  
OR Bk 24566 Pgs 0984 - 9861 (3pgs)

RECORDED 05/25/2006 11:45:38

This space reserved for use HARVEY RUVIN, CLERK OF COURT  
Clerk of the Circuit Court MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 21st day of April, 2006.

Sara Yeber  
Witness SARA YEBER

By: Joseph P. Calvert

Maria Gracas Andrade  
Witness MARIA GRACAS ANDRADE

JOSEPH P. CALVERT  
By: EA McPhail-Calvert

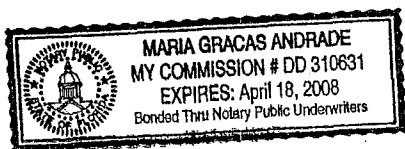
TIKINIA A. MCPHAIL-CALVERT

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Joseph P. Calvert, and Tikinia A. McPhail-Calvert of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 21st day of April, 2006.

Maria Gracas Andrade  
Notary Public



Personally known: \_\_\_\_\_

Produced Identification: FLA Driver's License

Type of Identification: \_\_\_\_\_

Condominium Unit No. 4, Building No. 9, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

202

#26

Handytoolsie  
deuna Tooloil  
lot 5, Blk #9

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

Michael C. Eckert, Esq.  
HOPPING GREEN & SAMS, P.A.  
123 South Calhoun Street  
Post Office Box 6526  
Tallahassee, Florida 32314

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Captain

## Witness

By:

## Witness

By: Leuana J. Tolsie

STATE OF

and

this

Notary Public



Produced Identification:

Type of Identification: \_\_\_\_\_



Condominium Unit No. 5, Building No. 9, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

RT / L.T. PURCHASER'S INITIALS

SV 3.27.06

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

\_\_\_\_\_  
PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_\_  
PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

\_\_\_\_\_  
L.T. PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_\_  
RT L.T. PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_\_  
RT L.T. PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_\_  
RT L.T. PURCHASER'S INITIALS

PURCHASER:

\_\_\_\_\_  
Randy A. Toolsie

Print Name: Randy Toolsie

Date: \_\_\_\_\_

PURCHASER:

\_\_\_\_\_  
Leuana Toolsie

Print Name: Leuana Toolsie

Date: 8/9/05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

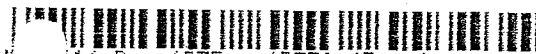
PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

#27

Full Harveyall  
lot # 1, BIK # 10



CFN 2006R0634347 DR BK 316 Pgs 4975 - 4977 (3pgs)  
RECORDED 06/10/2006 13:21:25  
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 4th day of May, 2006.

Witness MARIA CRISTAS ANDRADE

FNU HARRY LALL

Witness Gayon Gilbert

"DANWANTIE POORAN

STATE OF FLORIDA  
COUNTY OF MIAMI DADE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared ENU HARRYLALL AND DANWANTIE POORAN, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami-Dade and State of Florida  
this 4<sup>th</sup> day of MAY, 2006.

Notary Public

Personally known: \_\_\_\_\_

Produced Identification:

Type of Identification: \_\_\_\_\_



Condominium Unit No. 1, Building No. 10, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

460/1/10

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u>	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

PURCHASER'S INITIALS

212

SU 3.27.06



1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

JP [Signature]

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

JP [Signature]

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

JP [Signature]

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

JP [Signature]

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

DP [Signature] PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

DP [Signature] PURCHASER'S INITIALS

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DP [Signature] PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

DP [Signature] PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: Fnu Harrylall

Print Name: Danwantie Pooran

Date: 08/08/05

Date: 08/08/05

PURCHASER:

PURCHASER:

Print Name: FNU HARRYLALL

Print Name: DANWANTIE POORAN

Date: 08/08/05

Date: 08/08/05

#28

Arkady A. Erdman  
lot 2, Block 10

CFN 2006R0582682  
DR BK 24573 Pgs 0649 - 6711 (3pgs)  
RECORDED 05/30/2006 09:55:03  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 1<sup>st</sup> day of May, 2006.

Sara Yeber  
Witness SARA YEBER  
Gray Gilbert  
Witness Gray Gilbert

By: [Signature]

By: ARKADY A. FERDMAN

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared ARKADY A. FERDMAN, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

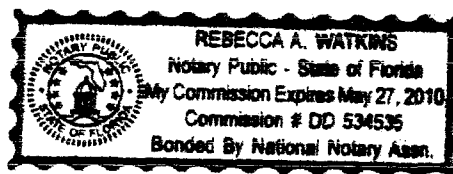
Witness my hand and official seal in the County of MIAMI-DADE and State of FLORIDA this 1<sup>st</sup> day of May, 2006.

[Signature]  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: ✓

Type of Identification: FIA DRIVER License



Condominium Unit No. 2, Building No. 10, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

Exhibit BCDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500


 PURCHASER'S INITIALS

218

SV 3.27.06

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

\_\_\_\_\_  
PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_\_  
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3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_\_  
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\_\_\_\_\_  
PURCHASER'S INITIALS

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\_\_\_\_\_  
PURCHASER'S INITIALS

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\_\_\_\_\_  
PURCHASER'S INITIALS

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\_\_\_\_\_  
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\_\_\_\_\_  
PURCHASER'S INITIALS

PURCHASER:

Print Name: Arkady Ferdman

Date: 7/7/91

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

220



Eliezer Jules.  
not 13/10

#29

CFN 2006R0574986  
DR Bk 24566 Pgs 1316 - 1318 (3pgs)  
RECORDED 05/25/2006 11:52:53  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

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The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

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The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

221

Executed this 21 day of April, 2006.

Rebecca A. Watkins  
Witness

By: Nadege Jules  
NADEGE JULES

Maria Gracia Andrade  
Witness

By: Eliezer Jules  
ELIEZER JULES

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Nadege Jules, and Eliezer Jules of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 21st day of April, 2006.



Maria Gracia Andrade  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: Driver's License  
Type of Identification: \_\_\_\_\_

Condominium Unit No. 3, Building No. 10, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

**Exhibit B**

**CDD NOTICE**

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E. J. NY PURCHASER'S INITIALS

503-27.06

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E. J. NY PURCHASER'S INITIALS

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E. J. PURCHASER'S INITIALS

PURCHASER:

Eliezer Jules  
Print Name: Eliezer Jules  
Date: 08-08-05

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

PURCHASER:

Nadege Jules  
Print Name: Nadege Jules  
Date: 08/8/05

PURCHASER:

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

226

#31 Mail Taylor  
lot #5, Bk #10

not Recorded

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

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The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

227

Executed this 16 day of May, 2006.

Rebecca Watkins

Witness

By: Gail Taylor

[Signature]

Witness

By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Gail Taylor, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami-Dade and State of Florida this 16 day of May, 2006.

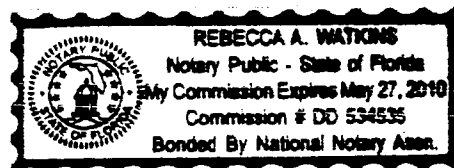
Rebecca Watkins

Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_





Condominium Unit No. 5, Building No. 10, of MAJORCA ISLES I,  
a Condominium, according to the declaration thereof as recorded  
in Official Records Book 24378, page 2977, amended in Official  
records Book 24471, Page 1880 and any amendments thereto, of the  
Public Records of Miami-Dade County, Florida.

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

*[Handwritten signature]*

\_\_\_\_\_  
PURCHASER'S INITIALS

230

SV 3.27.06

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

YES PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

YES PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

YES PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

YES PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

PURCHASER'S INITIALS

PURCHASER'S INITIALS

PURCHASER'S INITIALS

PURCHASER'S INITIALS

Date:

(32)

Johnson



CFN 2006R0646617  
DR Bk 24627 Pgs 0410 - 412 (3pgs)  
RECORDED 06/13/2006 17:39:56  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

233

Executed this 8<sup>th</sup> day of May, 2006.

Maria Gracas Andrade

Witness MARIA GRACAS ANDRADE

By: [Signature]

HENRY JOHNSON

[Signature]

Witness Grayson Gilbert

By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Henry Johnson, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 8<sup>th</sup> day of May, 2006.



Maria Gracas Andrade  
Notary Public

Personally known: \_\_\_\_\_

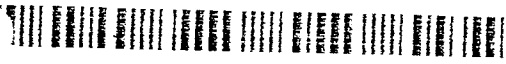
Produced Identification: \_\_\_\_\_

Type of Identification: Driver's License

Condominium Unit No. 4, Building No. 11, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

# 33

Olusola Adabiri  
lot # 1, BIK # 11



CFN 2006RD673434  
OR Bk 24649 Pgs 3543 - 35451 (3pgs)  
RECORDED 06/20/2006 14:27:17  
HARVEY RUBIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

HI TITLE  
491 NW 17th Street, Suite 102  
Oral, Fl 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

236

3



Executed this 2nd day of June, 2006.

Rebecca A. Watkins  
Witness

By: ~~Olusola Adabini~~  
Olusola Adabini

[Signature]  
Witness

By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Olusola Adabini, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

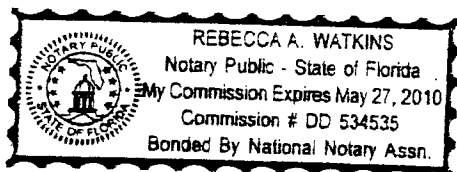
Witness my hand and official seal in the County of Miami Dade and State of Florida this 2nd day of June, 2006.

Rebecca A. Watkins  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: ✓

Type of Identification: \_\_\_\_\_



Condominium Unit No. 1, Building No. 11, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

400/1

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

CA

PURCHASER'S INITIALS

239

50 3-27-06

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

OK

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

OK

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

OK

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

OK

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

240

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

OK PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

OK PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

OK PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

X AA PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

X Signature  
Print Name: Olusola Adabiri

Print Name: \_\_\_\_\_

X Date: 08/22/05

Date: \_\_\_\_\_

PURCHASER:

PURCHASER:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

241

(#34)

Oscar Brayner II  
Melissa Fong.  
Lot # 3, BIK # 11

CFN 2006R0582508  
OR BK 24572 Pgs 4900 - 49001 (3pgs)  
RECORDED 05/30/2006 09:32:55  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of, all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

242

Executed this 28<sup>th</sup> day of April, 2006.

Witness

Witness

By:

By:

OSCAR J. BRAYNON II

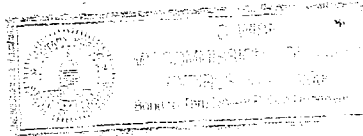
MELISSA M. FONG

STATE OF Florida  
COUNTY OF ~~Broward~~ Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Melissa M. Fong + Oscar J. Braynon II, and \_\_\_\_\_ of (Buyer(s)), who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami-Dade and State of Florida this 28<sup>th</sup> day of April, 2006.

Notary Public



Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Condominium Unit No. 3, Building No. 11, of MAJORCA ISLES I. a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.



35 Geimano

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 28<sup>th</sup> day of April, 2006.

[Signature]  
Witness revised

[Signature]  
Witness Grayson Gilbert

By: [Signature]

WILLIAM GEIMANO

By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared William GEIMANO, and of 28 April 2006, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

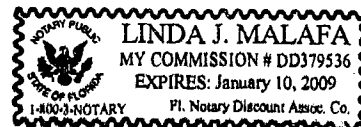
Witness my hand and official seal in the County of Miami-Dade and State of Florida this 28<sup>th</sup> day of April, 2006.

[Signature]  
Notary Public Linda J. Malafa

Personally known: \_\_\_\_\_

Produced Identification: ✓

Type of Identification: valid driver license



Condominium Unit No. 5, Building No. 11, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

(#36)

Robert Perry  
Lot 1 BK #12

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

Michael C. Eckert, Esq.  
HOPPING GREEN & SAMS, P.A.  
123 South Calhoun Street  
Post Office Box 6526  
Tallahassee, Florida 32314

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 28<sup>th</sup> day of April, 2006.

[Signature]  
Witness ec wise

By: [Signature]

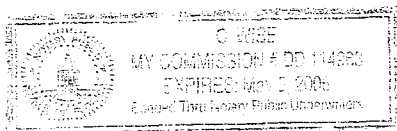
Maria G. Andrade  
Witness MARIA G. ANDRADE

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Robert A. Perry, and \_\_\_\_\_ of (Buyer), who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of FLORIDA this 28<sup>th</sup> day of April, 2006.



[Signature]  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

Condominium Unit No. 1, Building No. 12, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

(#37)

Rachel Noel.  
lot 2 | Block 12.

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

Michael C. Eckert, Esq.  
HOPPING GREEN & SAMS, P.A.  
123 South Calhoun Street  
Post Office Box 6526  
Tallahassee, Florida 32314

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

251

Executed this 8th day of May, 2006.

Maria G. Andrade  
Witness MARIA G. ANDRADE

By: Rachel Noel  
Rachel Noel

Witness

By: \_\_\_\_\_

STATE OF FL.  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Rachel Noel, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

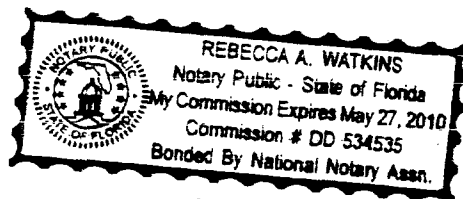
Witness my hand and official seal in the County of \_\_\_\_\_ and State of \_\_\_\_\_ this 8th day of May, 2006.

Rebecca A. Watkins  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



252



460/2/12

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$ 9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

  
 PURCHASER'S INITIALS

SV 3.27.06

253

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

RW

\_\_\_\_\_  
PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

RW

\_\_\_\_\_  
PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

RW

\_\_\_\_\_  
PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

RW

\_\_\_\_\_  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

254

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 - \$25,500.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_\_  
PURCHASER'S INITIALS

PURCHASER:

x

Print Name: Rachel Noel

Date: 8/4/15

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

255

(#38)

Beryl. De Los Reyes  
Lot 3/12

CFN 2006R0661912  
OR Bk 24640 Pgs 3328 - 3330 (3pgs)  
RECORDED 06/16/2006 18:42:52  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

256

Executed this 28 day of April, 2006.

\_\_\_\_\_  
Witness

By: [Signature]  
Beryl Manares De Los Reyes

\_\_\_\_\_  
Witness

By: [Signature]  
Gener Flores De Los Reyes

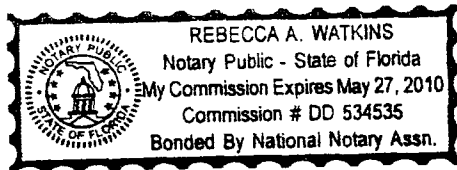
STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Beryl Manares De Los Reyes and (\*), and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

(\*) Gener Flores De Los Reyes

Witness my hand and official seal in the County of Miami Dade and State of Florida this 28 day of April, 2006.

[Signature]  
Notary Public

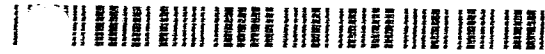


Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

Condominium Unit No. 3, Building No. 12, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

(#39)

Nical Chambers  
lot 4 / BK 12



CFN 2006R0573838  
DR BK 24565 Pgs 1465 - 1467 (3pgs)  
RECORDED 05/25/2006 09:58:18  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

259

Executed this 16 day of May, 2006.

Sara Yelver  
Witness SARA YEBER

By: Nicole Chambers

Maria Gracys Andrade  
Witness  
MARIA GRACAS ANDRADE

By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Nicole Chambers, and Albert Valencia of Mariaca Isles I, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of ~~Fla~~ <sup>cb</sup> Miami-Dade and State of Florida this 16 day of May, 2006.



Maria Gracys Andrade  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: Driver's License



Condominium Unit No. 4, Building No. 12, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

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460/4/12

Exhibit B**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$ 9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

MC PURCHASER'S INITIALS

262

SV 3.27.06

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

nc PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

nc PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

nc PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

nc PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

nc

PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

nc

PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

nc

PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

nc

PURCHASER'S INITIALS

PURCHASER:

Nicole Chambers

Print Name: Nicole Chambers

Date: 7-25-05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

264

(#40) Juan D. Bancalotti  
Lot 5 / BK #12

CFN 2006R0634325 DR BK 2/ Pgs 4801 - 4803 (3pgs)  
RECORDED 06/10/2006 13:15:20  
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

Michael C. Eckert, Esq.  
HOPPING GREEN & SAMS, P.A.  
123 South Calhoun Street  
Post Office Box 6526  
Tallahassee, Florida 32314

### Consent and Joinder of Landowners to Establishment of a Community Development District

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

265

Executed this 30 day of May, 2006.

Rebecca Watkins  
Witness  
[Signature]  
Witness

By: [Signature]  
JEAN D. BAROULETTE  
By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JEAN D. BAROULETTE, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

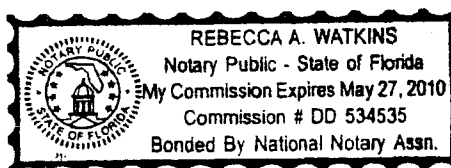
Witness my hand and official seal in the County of Miami-Dade and State of Florida this 30 day of May, 2006.

[Signature]  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



Condominium Unit No. 5, Building No. 12, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

Handwritten: yeva marcelin  
lot # 1, BIK # 13

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

Candace Sharpsteen  
D.R. Horton, Inc.  
1245 South Military Trail, Suite 100  
Deerfield Beach, FL 33442

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

We hereby certify this is a true copy  
of the original instrument which was  
executed and acknowledged.



Executed this 5<sup>th</sup> day of May, 2006.

Norma Gillespie  
Witness Norma G. Gillespie

Jean Palmer  
Witness Jean Palmer

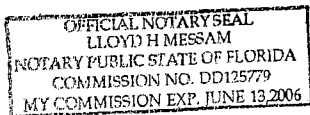
By: *[Signature]*  
Cherol marcelin

By: *[Signature]*  
yelva marcelin

STATE OF Florida  
COUNTY OF Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Cherol marcelin, and yelva marcelin of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Dade and State of Florida this 5<sup>th</sup> day of May, 2006.



*[Signature]*  
Notary Public

Personally known: M624-960-67-504-OR  
Produced Identification: M624-100-65-137-OR  
Type of Identification: DLI

We hereby certify this is a true copy  
of the original instrument which was  
executed as indicated.

460/1/13

**Exhibit B**  
**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

C. J. J. PURCHASER'S INITIALS

SV 3.27.06

270

1. The District. All of the residential dwelling units ("Dwelling Units") in the Majorca Isles (the "Development") are also located within the boundaries of the Majorca Isles Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

\_\_\_\_\_  
PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_\_  
PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

PURCHASER'S INITIALS

PURCHASER'S INITIALS

PURCHASER'S INITIALS

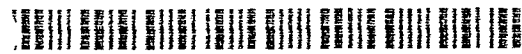
PURCHASER'S INITIALS

Date: 6/21/51

Date: 12-1-51

(#42)

Hectora Etienne  
Lot 2 Block 13



CFN 2006R0586064  
OR BK 24575 Pgs 4966 - 4968 (3pgs)  
RECORDED 05/30/2006 15:59:52  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

273

Executed this 3rd day of May, 2006

Witness Rebecca A. Nations By: Ketsia H. Etienne  
Witness Rebecca J. Anderson By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Ketsia H. Etienne, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below

Witness my hand and official seal in the County of Miami Dade and State of Florida this 3rd day of May, 2006.



Rebecca A. Nations  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

Condominium Unit No. 4, Building No. 15, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
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**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

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Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$ 9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

\_\_\_\_\_  
PURCHASER'S INITIALS

SV 3.27.06

276



1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

 PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

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 PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

PURCHASER'S INITIALS

PURCHASER'S INITIALS

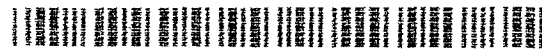
PURCHASER'S INITIALS

PURCHASER'S INITIALS

Date:

(#43)

Mally Matthew  
Lot 31 Block 13



CFN 2006R0581783  
OR Bk 24572 Pgs 1552 - 1554 (3pgs)  
RECORDED 05/30/2006 08:06:13  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

279

Executed this 28 day of APRIL, 2006.

Melissa A. Mathew  
Witness

Witness

Manning Jones  
Witness

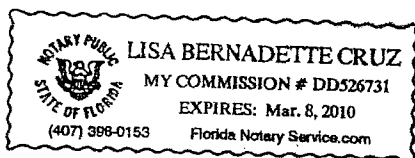
By: Molly Mathew  
Molly Mathew

By: Iwan K. Joseph  
\* Iwan K. Joseph

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Molly Mathew, and Iwan K. Joseph of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of MIAMI-DADE and State of Florida this 28 day of April, 2006.



Lisa Bernadette Cruz  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: yes

Type of Identification: Driver Licence

Condominium Unit No. 3, Building No. 13, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

(#44)

Klein Le.  
Kisty Le.  
ht4/13



CFN 2006R0613822  
OR Bk 24599 Pgs 4566 - 4568 (3pgs)  
RECORDED 06/07/2006 08:21:01  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 9 day of May, 2006.

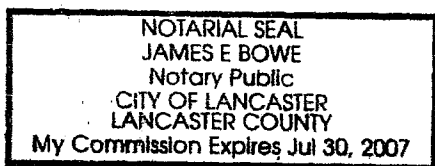
[Signature]  
Witness #1  
Elizabeth P. Bowe  
Witness #2

By: [Signature]  
Kevin Lee  
By: [Signature]  
Kristy Lee

STATE OF PENNSYLVANIA  
COUNTY OF LANCASTER

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Kevin Lee and Kristy Lee, and of LEOLA PA, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of LANCASTER and State of PENNSYLVANIA this 9TH day of MAY, 2006.



[Signature]  
Notary Public

Personally known: [Signature]  
Produced Identification: [Signature]  
Type of Identification: PA DL

Condominium Unit No. 4, Building No. 13, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.



460/4/13

**Exhibit B****CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
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Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

KL KL PURCHASER'S INITIALS

285

SV 3-27-06

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

KL KL PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

KL KL PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

KL KL PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

KL KL PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

KL KL PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

KL KL PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$141.96** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

KL KL PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

KL KL PURCHASER'S INITIALS

PURCHASER:

KEVIN LE

Print Name: Kevin Le

Date: 7-27-05

PURCHASER:

KRISTY LE

Print Name: Kristy Le

Date: 7-27-05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

#45

Revised Michel Saint  
Revised Cindy Ann Saint  
Lot # 5, BIK # 13

2006R0614060  
OR Bk 24600 Pgs 0725 - 7277 (3pgs)  
RECORDED 06/07/2006 08:40:35  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 15 day of May, 2006.

Renant Mitchell Saintilmon  
Witness

By:

Ronnieka Cindy-Ann Solomon  
RONNIEKA CINDY-ANN SOLOMON

Sara Yeber  
Witness

By:

Grayon Gilbert  
Witness Grayon Gilbert

SARA YEBER

STATE OF Florida  
COUNTY OF \_\_\_\_\_

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Renant Mitchell Saintilmon, and Ronnieka C. Solomon of Marietta, Alaska, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 15 day of May, 2006.

Maria Gracas Andrade  
Notary Public



Personally known: \_\_\_\_\_

Produced Identification: ✓

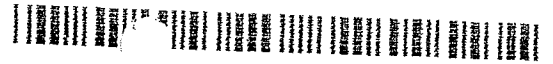
Type of Identification: Florida License

Condominium Unit No. 5, Building No. 13, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

(115-062300095-023.PFD/115-062300095-023/28)

(#46)

Blanca Ramirez  
lot 1114



CFN 2006R0613744  
OK-Bk 24599 Pgs 4309 - 4311 (3pgs)  
RECORDED 06/07/2006 08:15:57  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

Instrument Prepared by  
Turn to:

TITLE

NW 17th Street, Suite 102  
1, F1 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

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The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

291

Executed this 25 day of May, 2006.

Rebecca A. Watkins  
ness

By: [Signature]

Blanca I. Ramirez

Maria Gracia Andrade  
ness

By: [Signature]

Jovana Ramirez

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Blanca I. Ramirez and Jovana Ramirez of \_\_\_\_\_, who executed foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

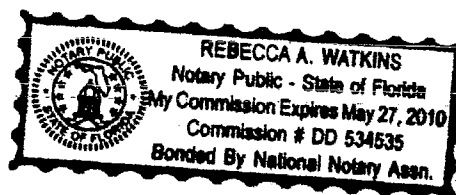
Witness my hand and official seal in the County of Miami-Dade and State of Florida on 25 day of May, 2006.

[Signature]  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_





DR BY 24599 PG 4311  
LAST AGE

Condominium Unit No. 1, Building No. 14, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 of the Public Records of Miami-Dade County, Florida.

460/1/14

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

BR PURCHASER'S INITIALS

294

SV 3.27.06

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

BR

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

BR

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

BR

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

BR

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

BR

PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

BR

PURCHASER'S INITIALS

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BR

PURCHASER'S INITIALS

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BR

PURCHASER'S INITIALS

PURCHASER:

*Blanca Ramirez*

Print Name: Blanca Ramirez

Date: 08/08/05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

#47

Julio Marceno  
let 2/14



CFN 2006R0595094  
DR Bk 24584 Pgs 0413 - 4151 (3pgs)  
RECORDED 06/01/2006 13:30:02  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI Title  
8491 NW 17<sup>th</sup> Street #102  
Miami FL 33126

---

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The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 26 day of May, 2006.

Ely Lopez

Witness

Ely Lopez

Witness

Linda J. Malafa

Linda J. Malafa

By: Julio A. Marciano

Julio A. Marciano

By: Paula C. Centofanti

Paula C. Centofanti

STATE OF Florida  
COUNTY OF Broward

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Julio A. Marciano, and Paula C. Centofanti of 21427 NW 13th St # 214, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Broward and State of Florida, this 26 day of May, 2006.

Linda J. Malafa

Notary Public

Linda J. Malafa

Personally known: \_\_\_\_\_

Produced Identification: ✓

Type of Identification: valid drivers license

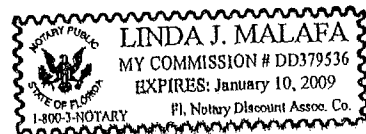


EXHIBIT "A"

CONDOMINIUM UNIT NO. 2, BUILDING NO. 14, OF MAJORCA ISLES I, A  
CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF AS RECORDED IN OFFICIAL  
RECORDS BOOK 24378, PAGE 2977, AMENDED IN OFFICIAL RECORDS BOOK 24471,  
PAGE 1880 AND ANY AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF MIAMI-DADE  
COUNTY, FLORIDA.

460/2/14

**Exhibit B****CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

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PURCHASER'S INITIALS

300

SV 3.27.06  
1



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\_\_\_\_\_ JM PC \_\_\_\_\_ PURCHASER'S INITIALS

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\_\_\_\_\_ JM PC \_\_\_\_\_ PURCHASER'S INITIALS

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\_\_\_\_\_ JM PC \_\_\_\_\_ PURCHASER'S INITIALS

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\_\_\_\_\_ JM PC \_\_\_\_\_ PURCHASER'S INITIALS

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\_\_\_\_\_ J M P C PURCHASER'S INITIALS

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\_\_\_\_\_ J M P C PURCHASER'S INITIALS

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\_\_\_\_\_ J M P C PURCHASER'S INITIALS

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\_\_\_\_\_ J M P C PURCHASER'S INITIALS

PURCHASER:



Print Name: Julio Marciano

Date: 08-12-05

PURCHASER:



Print Name: Paula Centofanti

Date: 08-12-05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

302

#48

Julis Batista  
Julio Rojas  
lot 3/14

This space reserved for use  
Clerk of the Circuit Court

CFN 2006R0603439  
DR Bk 24590 Pgs 4537 - 4539f (3pgs)  
RECORDED 06/05/2006 08:34:01  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th Street, Suite 102  
Doral, FL 33126

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The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

303

Executed this 26 day of May, 2006.

Heber A. Walters

By:

ARELIS BATISTA

12. Ethel

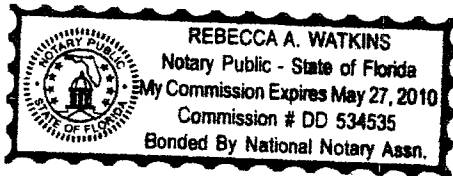
By:

JULIO ROJAS

STATE OF ~~FLORIDA~~  
COUNTY OF ~~Miami Dade~~

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Arelis Batista and Julio Rojas, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami-Dade and State of Florida  
this 26 day of May, 2006.



Notary Public

Personally known:

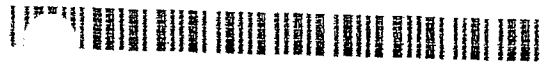
Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Condominium Unit No. 3, Building No. 14, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

(#49)

Diane Barnett  
let 4/14



CFN 2006R0582961  
DR Bk 24573 Pgs 1853 - 1855; (3pgs)  
RECORDED 05/30/2006 10:25:34  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th Street, Suite 102  
Doral, FL 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 18 day of May, 2006.

Rebecca Watkins  
Witness Rebecca A. Watkins

By: Dianne T Barrett  
Dianne Barrett

Gary G. Galt  
Witness Gary G. Galt

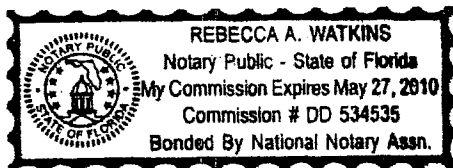
By: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Dianne Barrett, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 18 day of May, 2006.

Rebecca Watkins  
Notary Public



Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

Condominium Unit No. 4, Building No. 14, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.



(#50)

Tanek Brown  
Erith Mahoney  
Lot 5/14

This space reserved for use  
Clerk of the Circuit Court

CFN 2006R0673845  
DR Bk 24650 Pgs 0155 - 1577 (3pgs)  
RECORDED 06/20/2006 15:01:33  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th Street, Suite 102  
Doral, FL 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 14 day of June, 2006.

Rebecca A. Watkins  
Witness **REBECCA A. WATKINS**  
GAYON GILBERT  
Witness **GAYON GILBERT**

By: Tourek Brown  
Tourek Brown  
By: Enith Mahoney  
Enith Mahoney

STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Tourek Brown and Enith Mahoney, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

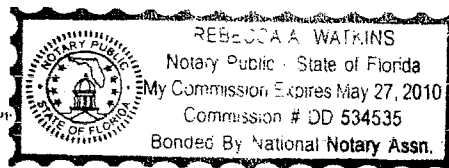
Witness my hand and official seal in the County of Miami-Dade and State of Florida this 14 day of June, 2006.

Rebecca A. Watkins  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



Condominium Unit No. 5, Building No. 14, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condos	\$750	\$141.96	\$891.96
Single Family Residential	\$850	\$141.96	\$991.96

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condos	\$9.70	\$2.13	\$62.50
Single Family Residential	\$9.70	\$2.13	\$70.83

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condos	\$ 9,561	\$22,500
Single Family Residential	\$11,047	\$25,500

2B / Em

PURCHASER'S INITIALS

SV 3.27.06

312

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Majorca Isles (the "**Development**") are also located within the boundaries of the Majorca Isles Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

2B / Em

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

2B / Em

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

2B / Em

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

2B / Em

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately ranging from \$750 - \$850 (approximately ranging from \$62.50 - \$70.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and

imposed on each Dwelling Unit over the term of the Bonds [30] is approximately ranging from \$22,500 – \$25,500.

DB / Em PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

DB / Em PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$141.96 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

DB / Em PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

DB / Em PURCHASER'S INITIALS

PURCHASER:

Tourek Brown

Print Name: Tourek Brown

Date: 7/29/05

PURCHASER:

Enith Mahoney

Print Name: Enith Mahoney

Date: \_\_\_\_\_

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

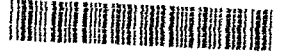
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

314

(#51)

Understand Expo.  
not 2/15



CFN 2006RD691694  
DR Bk 24664 Pgs 1487 - 1489; (3pgs)  
RECORDED 06/26/2006 10:36:34  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th Street, Suite 102  
Doral, FL 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

315

Executed this 16th day of June, 2006.

Maria Gracas Andrade By: Uduak Ekpo  
Witness Uduak Ekpo

Witness By: \_\_\_\_\_

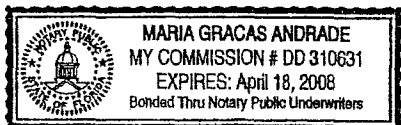
STATE OF Florida  
COUNTY OF Miami-Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Uduak Ekpo, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 16th day of June, 2006.

Maria Gracas Andrade  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: Driver's license  
Type of Identification: \_\_\_\_\_





Condominium Unit No. 2, Building No. 15, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

#52

Rahul Sargal  
not 3/15

CFN 2006R0595052  
DR Bk 24584 Pgs 0232 - 2341 (3pgs)  
RECORDED 06/01/2006 13:24:42  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petitioning process for the establishment of the Community Development District.

This consent shall run with the Property and be binding on the undersigned's successors and assigns. The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established and consents to the recording of this form over the lands described in Exhibit A. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form and provide a copy of each such consent form to the Petitioner.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 23rd day of May, 2006.

[Signature]  
Witness

[Signature]  
Witness Grayon Gilbert

By: [Signature]  
RAHUL SANGAL

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared RAHUL SANGAL, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

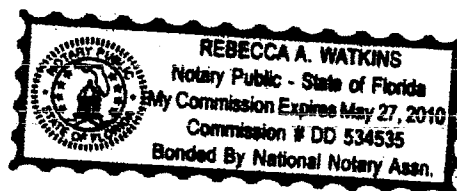
Witness my hand and official seal in the County of Miami-Dade and State of Florida this 23rd day of May, 2006.

[Signature]  
Notary Public

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_



Condominium Unit No. 3, Building No. 15, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

(#53)

Alejandro Lopez-Rodriguez  
Alej Lopez

This space reserved for use  
Clerk of the Circuit Court

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

---

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

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The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 20 day of May, 2006.

Witness

Witness

By:

By

STATE OF Florida  
COUNTY OF Miami-Dade

acknowledgments, personally appeared Alejandro Lopez-Rodriguez,  
and Alex Rodriguez of \_\_\_\_\_, who executed  
the foregoing instrument, acknowledged before me that he executed the same on behalf of the  
foregoing entity and was identified in the manner indicated below.

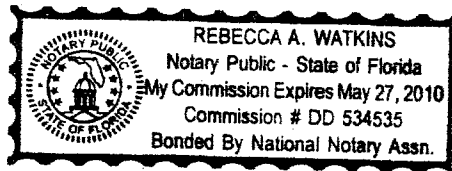
Witness my hand and official seal in the County of Miami Dade and State of Florida  
this 24 day of May, 2006.

Notary Public

~~Personally known:~~\_\_\_\_\_

Produced Identification:

Type of Identification: \_\_\_\_\_



Condominium Unit No. 4, Building No. 15, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.

(#54)

~~Sanchez~~  
Christopher Kirkland  
Lot-5, BIK #15

CFN 2006R0594998  
DR Bk 24584 Pgs 0010 - 121 (3pgs)  
RECORDED 06/01/2006 13:20:13  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by  
and return to:

DHI TITLE  
8491 NW 17th STREET 102  
DORAL, FLORIDA 33126

**Consent and Joinder of Landowners  
to Establishment of a Community Development District**

The undersigned is the purchaser of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D.R. Horton, Inc. or an affiliated entity ("Petitioner") has submitted a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes. As an owner of lands which are intended to be included within the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to provide the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

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The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

324



Executed this 26 day of May, 2006.

Rebecca Watkins  
Witness

By: Christopher Kirkland  
Christopher Kirkland

[Signature]  
Witness

By: \_\_\_\_\_

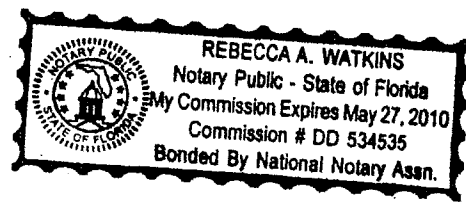
STATE OF Florida  
COUNTY OF Miami Dade

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Christopher Kirkland, and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Miami Dade and State of Florida this 26 day of May, 2006.

Rebecca Watkins  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_



Condominium Unit No. 5, Building No. 15, of MAJORCA ISLES I, a Condominium, according to the declaration thereof as recorded in Official Records Book 24378, Page 2977, amended in Official Records Book 24471, Page 1880 and any amendments thereto, of the Public Records of Miami-Dade County, Florida.